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TEACHER ORGANIZATIONS AND COLLECTIVE ACTION: A REVIEW OF HISTORY AND A SURVEY OF SCHOOL DISTRICT ACTIVITY, 1964-65. VOLUME I, COLLECTIVE ACTION BY PUBLIC SCHOOL TEACHERS. FINAL REPORT.

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This first of 4 volumes comprising a broad investigation of teacher collective action in local school districts focuses on the history of such activity. Part I (42 pages) of this volume traces the history of the major teacher organizations--local, state, and national--from 1857 to 1967 with respect to their concern for teacher welfare and their development of local school district bargaining or negotiating philosophies or programs. Part II (120 pages) reports the results of a nationwide survey of teacher collective activity at the local school district level conducted in late 1964 and early 1965. Analysis of the questionnaire responses (N=6023 of the largest urban and nonurban school systems) is organized in terms of the 3 elements of teacher organization-school board relationships covered by the survey: (1) organization and recognition, (2) structure and procedures for collective interaction or negotiation relationships, and (3) instances of impasse or persistent disagreement not resolved through the normal negotiation process. A final chapter deals with the content of the 419 teacher negotiation agreements solicited from the sample. Included are 18 statistical tables. The questionnaire and cover letter are appended. (JS)

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COLLECTIVE ACTION BY PUBLIC SCHOOL TEACHERS

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Vol. I: Teacher Organizations and Collective Action

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
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FINAL REPORT

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COLLECTIVE ACTION BY PUBLIC SCHOOL TEACHERS

Volume I

Teacher Organizations and Collective Action

June, 1968

U. S. DEPARTMENT OF
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COLLECTIVE ACTION BY PUBLIC SCHOOL TEACHERS

Volume I

Teacher Organizations and Collective Action:

A Review of History
and
A Survey of School District Activity, 1964-65

University of Chicago
Chicago, Illinois

June, 1968

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U. S. DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE

Office of Education
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FOREWORD

This is the first of four volumes comprising a comprehensive investigation of teacher collective action in local school districts in the United States. Volume II in this series deals with current legal aspects and problems of teacher and other public employee collective action. Volume III is a detailed analysis of bargaining impasses in a sample of school districts. Finally, Volume IV presents in summary fashion the results of recently completed investigations of the impact of negotiating activity between school boards and teacher organizations in 20 selected districts across the country.

In making acknowledgments as we complete our work, our gratitude must be expressed first to the hundreds of teacher organization leaders, administrators, school board members, and heads of government agencies who gave so unselfishly of their time during our investigations. In addition, many persons at the University of Chicago and its Industrial Relations Center have contributed to this study and all of them have our thanks. Mention must be made of Arthur Eve who spent over a year on the project while a graduate student at the Midwest Administration Center, University of Chicago, and Professor Charles Perry, now of the University of Pennsylvania, who served as Associate Director of the study. Perry conducted many of the field investigations, was responsible for the study on impasses and did yeoman work generally throughout the project.

Finally, we must acknowledge a singular debt to Sharon Hanna who served throughout the several years of the study as Project Secretary, and give special thanks to Carol Jolles who rendered valuable assistance during the final stages of our work.

Wesley A. Wildman, Co-principal Investigator and
Director of Project

Robert K. Burns, Co-principal Investigator

PREFACE

Part One of the present volume traces the history of the major teacher organizations with respect to their concern for teacher welfare and their development of local school district bargaining or negotiating philosophies and programs.

Part Two of this volume reports in detail the results of a nationwide survey of teacher collective activity at the local school district level conducted in late 1964 and early 1965, at the outset of our study. For most, Part Two will be of historical interest only. Actually written in large part during 1965, it provides a comprehensive "picture in time" of the collective negotiations movement in education at its earliest, nascent stages of development.[*]

As the methodologies and categories employed in our 1964-65 survey are quite similar to those being utilized today in systematic and sophisticated efforts to follow in detail the spread and development of negotiations,[**] it will be possible to use the survey data reported in this volume as a basis for historical comparison as the course of educational negotiations continues to be charted in the future. It is interesting already, for instance, to note that at the time of our 1964-65 survey only 19 substantive, bilateral, signed agreements containing salary schedules, grievance procedures, and clauses covering myriad so-called "working conditions" and perhaps "professional" matters could be unearthed from around the country, while two years later over 400 such agreements had been signed by boards and teacher organizations.[***]

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[*] It might be noted that a summary of the results of the survey reported in this volume was published while still "timely." See Charles Perry and W. A. Wildman, "A Survey of Collective Activity Among Public School Teachers," Educational Administration Quarterly, Vol. 2 (Columbus, Ohio: University for Educational Administration, The Ohio State University, Spring 1966) pp. 134-151.

[**] See reports of continuing NEA document research in Negotiation Research Digest (Washington, D.C.: Research Division, National Education Association) and also Negotiation Agreement Provisions, 1966-67 Edition (Washington, D.C.: Research Division, National Education Association, October 1967).

[***] See Negotiation Research Digest, Vol. 1, Nos. 2 & 3, (Washington, D.C.: Research Division, National Education Association, October & November 1967).

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I. 1857 - 1900

INTRODUCTION AND BACKGROUND

During the latter half of the nineteenth century, teaching was a short-lived occupation for the majority of American public school teachers many of whom spent only a few months in the classroom while, for the larger portion of the year, they turned to more economically secure labor in farming and industry.[1] "A popular contempt for a lightly rewarded occupation" discouraged many young men and women from making a career of teaching, and among those who did enter the profession, many later sought employment elsewhere in order to be able to afford to marry and raise a family.[2] In the rural areas of the country, the school teacher was often isolated and, when local conditions did not suit him, he moved. In the growing cities, though the teaching force was more stable and the wages higher, burgeoning enrollments and inadequate school funding created other problems.[3] With these forces prevailing, it was difficult to establish professional stability, let alone improve the professional and economic standards in the public schools.

The National Education Association

Late in August of 1857, a small group of sixty educators gathered in Philadelphia to form a national teachers' association, later to become the National Education Association [NEA].[4] A number of similar efforts to organize teachers nationally had been stranded on the shoals of regionalism or diversity of interest, and the future of the new association hardly looked promising.[5] The sixty superintendents, principals. college presidents, and professors who attended the Philadelphia meeting drew up a constitution reflecting in their preamble the direction the new association was to take. The task, as they saw it, was professional, and the purpose of the association was to "elevate the character and advance the interests of the teaching profession and to promote the cause of popular education in the United States."[6]

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[1] Edgar B. Wesley, NEA: The First Hundred Years, The Building of the Teaching Profession (New York: Harper & Brothers, 1957), 19.

[2] William McAndrew, "Where Education Breaks Down," Educational Review, XXXIII (January, 1907), 22.

[3] McAndrew, p. 22.

Since few classroom teachers belonged to the NEA or attended its meetings, the problem of teacher welfare remained largely unarticulated and the association focused its attention on professional problems. The founding group of the NEA had been called together on the initiative of ten state teachers' associations and the NEA served the purpose of bringing the state associations closer together by providing them with an annual convention where papers would be presented and ideas and methods discussed.[7] Topics frequently centered about the theory and psychology of teaching; the nature and function of high schools, normal schools, and colleges; and the preparation and certification of teachers. Occasionally, calls for more adequate salaries were heard in 1857 and 1863. In 1884, the NEA appointed a committee on salaries and the following year the convention called for the appointment of a committee to study teacher tenure. It was not until after 1900, however, that studies of teacher welfare had any significant impact on the educational scene.

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[4] The name of the organization was first the National Teachers' Association. In 1870, two previously independent national associations of superintendents and normal schools joined to become departments within the association, and the name was changed to the National Educational Association. In 1906-07, the name became the National Education Association.

[5] Wesley, p. 20.

[6] Wesley, p. 23.

[7] Wesley, p. 24.

II. 1900 - 1920

THE DEVELOPMENT OF LOCAL, STATE AND NATIONAL ORGANIZATIONS

The Chicago Teachers Federation and the Work of City Associations

While classroom teachers were trying to make themselves heard on the national level within the NEA, a number of new, local organizations sprang up around the turn of the century. These organizations presented far from a united front: some of them reflected merely the grade level or subject matter taught by their members; others marked the pay or position, sex or location of theirs; but many were formed for the first time to promote teacher welfare. Because the potential for organization was greater in the cities, the city associations were more active in organizing and working for welfare goals than their more diffused and conservative sister associations in the rural areas. Thus, while state associations, and the NEA, felt the tide of new activity and began to direct minimal attention to welfare matters, the rise of collective action as a means to promote teacher welfare took place largely in the local urban systems.

The problems confronting teachers were compounded by the fact that during the 1890's, American cities often had corrupt governments and it was possible for many wealthy and influential taxpayers to avoid municipal taxation, thereby indirectly weakening the tax base of the schools. Also, school funding by some of the boards of education was capricious and arbitrary, and, as the schools lost revenue, teachers lost the potential for increased benefits. The greatest impetus toward fighting these conditions in the cities came from the women who joined the new associations, who--newly inspired by the feminist movement--employed a wide variety of tactics including petitions, rallies, handbills, and newspaper publicity.

Unlike the struggle which was to face teachers in many of the large cities--New York, Washington, D. C., Atlanta, St. Paul--the teachers in Philadelphia were able to improve their salaries with a minimum of effort. Teachers had been working under a twenty-five year old salary schedule when, in 1903, they petitioned the city council for higher pay, and with the support of businessmen's associations and the major newspapers, won their campaign.

The situation in Chicago, however, was probably more representative of the problems confronting teachers nationally than that in Philadelphia. Here, the drive towards increased economic security for teachers was compounded by the fact that neither the city council nor the school board yielded readily to teacher demands. In 1896, and quite similar to the situation in Philadelphia, teachers in Chicago were being paid according to a twenty-year old salary schedule. That same year a group of 500 teachers, principals and superintendents formed an organization to request pay raises.[8] When raises were granted to the exclusion of classroom teachers, two of their number--Catharine Goggin and Margaret Haley--organized the Chicago Teachers' Federation [CTF], a group of about 5000 elementary school teachers. In addition to fighting for higher salaries for its members, the federation extended its interests to secure a pension plan, institute tenure, and improve working conditions.

The CTF twice petitioned the Chicago Board of Education for salary increases. In 1898, the board agreed to a three-step increase in pay to a maximum of $1000 a year for elementary school teachers. The first increase was paid that year but the next year the board did not grant the second increase, and in 1900 even the first increase was withheld,[9] and the teachers returned to the 1897 pay schedule.

Haley and Goggin began an investigation of the school board revenue on behalf of the CTF. By following up their discovery in court that a number of large corporations were being under-assessed, they gained new revenue for the school board.

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[8] David Swing Ricker, "The School Teacher Unionized," Educational Review, XXX (November, 1905), 352.

[9] Sterling D. Spero, Government as Employer (New York: Remsen Press, 1948), 302. For a fuller account of the tax fight, see pp. 301-307 in Spero.

But fair tax assessment was only the first step. The CTF soon realized that its other welfare goals, including an elective school board, could not be achieved without the cooperation of the state legislature or a change in the personnel of the school board.

In 1901 the school board restored the promised pay raise to the teachers, but in 1902 it again cut the salary schedule back to the 1897 level. The slow process of legal redress and of speechmaking and lobbying, petitioning and pamphleteering was not suiting the needs and demands of the teachers, and since the board was appointed by the mayor, the CTF decided to apply political pressure.

At this point the CTF received an invitation to join the Chicago Federation of Labor [CFL] . Margaret Haley favored affiliation, but a "substantial minority" of the membership opposed joining the ranks of the working class.[10] This opposition was countered by the argument that teachers were, indeed, workers, and their employment situation was compared to that of rank and file employees in industry. They were told of their many "natural" ties with workers because the same powerful interests controlled the employment of both. Also, workers were like teachers, it was argued, because as the parents of the majority of public school children, workers, too, had a primary interest in the welfare of the schools. On the other hand, the CFL assured them they would not be forced to strike or boycott since such matters would be up to the local.[11]

This combination of appeals proved successful and in November, 1902, the CTF affiliated with the Chicago Federation of Labor. Two months later and three months before the mayor was up for re-election, the school board granted a $50 a year raise to all 5000 elementary school teachers. In 1904 the school teachers worked through the CFL for the election as mayor of Judge Dunne who had decided in their favor in a suit for back salaries. Another reform the teachers credited to affiliation with the CFL was a two-to-one public referendum in favor of making the school board elective, though this was not carried out because many members of the board became more progressive in the meantime. In another area, both the CTF and the CFL fought the establishment of vocational schools on the grounds that they were undemocratic.

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[10] Spero, p. 303.

[11] Letter from John Fitzpatrick, AFL Organizer to the Chicago Teachers' Federation, October 16, 1902.

In 1915, Mayor William H. Thompson appointed a school board which began to fight the CTF by incorporating into individual teacher contracts a clause forbidding any teacher to belong to an organization affiliated with labor or which had officers or business agents who were not teachers. (This provision in teacher contracts became known as the "Loeb rule.") In 1916 the school board refused to renew the contracts of sixty-eight teachers, thirty-eight of whom belonged to the CTF.

The federation made a series of responses to this pressure. First, it helped charter a national teachers' union, the American Federation of Teachers [AFT], which was affiliated with the American Federation of Labor [AFL] on May 9, 1916. At the same time the CTF contested in court the legality of the new contract provision and doubled efforts to get teacher tenure. In 1917, Chicago teachers were rewarded with a tenure plan, but the Illinois State Supreme Court upheld the Loeb rule in teacher contracts. Then, as a condition for rehiring most of the dismissed teachers, Miss Haley agreed in 1917 to take the CTF out of the newly founded AFT. The CTF had looked upon labor affiliation as a means to gain better teaching conditions, but by this time the CTF, with the help of the CFL, had made sufficient gains so that affiliation could be considered no longer necessary. Elementary school teachers had vastly improved their position relative to high school teachers and now had higher salaries than before and a retirement plan to which the state contributed.

Thus, after 1917, the CTF began to lose influence. During the decades of the twenties and thirties the federation continued its tax fights and still exists today with a small membership of older women teachers, operating a teacher insurance plan.

While the Chicago Teachers Federation was the first large and powerful association to affiliate with labor, the smaller San Antonio Texas Teachers' Association had affiliated with both the Texas State Federation of Labor and the AFL in September 1902. The San Antonio union did secure a salary increase of about 30% for its members but seems to have had little influence on developments elsewhere.

Communication between and among city associations was often direct. Representatives of successful associations were frequently invited to other cities to aid the teachers there in similar movements. Cooperation generally took three forms: A city association would cooperate in matters of common concern with other associations within the city; with other city associations within and without the state; and with state associations for legislation in common interest.[14] Directly and indirectly stimulated by the CTF's success, fifty-one city associations (according to a 1910 survey) were working to influence legislation, twenty-nine were seeking to establish pensions, and eleven sought higher salaries and protection of school funds.[15]

State Associations

State teachers' associations began to develop during the latter half of the nineteenth century, so that by 1910 every state and territory except Delaware and Tennessee had a state association.[16] By 1907 it was estimated that of a total teaching force of nearly 500,000, nearly 66,000 or 13.8% of the teachers were enrolled in state associations. The Western states with the third smallest number of teachers led the way in proportional enrollment. Here, nearly 40% of the teachers were enrolled, while the Eastern and Great Lakes states enrolled slightly over 15% and the Southern and Great Plains states lagged behind with an enrollment of slightly over 8% of their teaching force.[17]

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[14] Alexander, pp. 40-42.

[15] Alexander, pp. 41-42.

[16] Six state associations were formed in the decade of 1840-49, eleven between 1850-59, nine between 1860-69, only one between 1870-79, twelve between 1880-89, and four between 1890-99. (See footnote 17, below, for specific reference)

[17] Albert Byron Crawford, "A Critical Analysis of the Present Status and Significant Trends of State Associations of the United States," Bulletin of the Bureau of School Service, University of Kentucky College of Education, IV, 4 (June, 1932), 21. Probably the most complete overview of the work of state associations during this period. See the bibliography in Crawford for fairly complete list of earlier studies.

The early state associations were not well-organized institutions. Sometimes, little more than a loose federation of regional associations, they would meet in convention once or twice a year to listen to speeches of information or inspirational content. There was little to do for the rank-and-file teacher, nor was much done for him. Around the turn of the century, however, the state associations became more active and their work has been identified as falling into the following five categories: 1) general administrative adjustment in state systems, especially in fiscal matters; 2) detailed administrative improvements for individual schools or types of schools; 3) training and qualification of teachers; 4) economic betterment of teachers; and 5) general sociological work affecting education.[18]

Beyond these more general activities, each of the state associations had a number of departments and sections which carried out their own activities; but because of their constantly changing numbers and roles it is almost impossible to assess their functions. Indeed, the number of sections and departments in the state associations, as well as in the NEA, was often considered a divisive force.

Nevertheless, the natural sphere of activity for the state associations was legislative matters affecting the entire state. There were three different ways in which state associations promoted legislation. The weaker associations merely recommended specific bills to the governor or the state department of education for enactment either because they were unsure of legislative support or were unable to spend time promoting the bills through the legislature. Stronger associations often worked directly through the legislators and secured the support of one or several who would take the responsibility to introduce a bill and carry it through the various committees to its enaction. As a supplement to these methods, some of the associations developed aggressive publicity methods in order to raise enough support to carry a bill through the legislature.[19]

In areas of teacher welfare legislation, particular concern was given salaries, tenure, and pension. In 1905 the NEA conducted a detailed investigation of teachers' salaries in all parts of the country. To assess more fully the conditions in their own states, state associations, sometimes with the aid of state commissions, began to make similar investigations of their own. By 1910, thirteen states had carried out such investigations[20] and in the period of 1905-1910 at least eighteen state associations representing every section of the nation had "taken deliberate and systematic action as organizations to increase the wages of teachers."[21] Nevertheless the improvement achieved by the state associations in welfare matters was small. Less than a third of the state associations were "prominent factors in influencing legislation," and only half employed regular or standing committees on legislation.[22]

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[18] Alexander, p. 26.

[19] Alexander, pp. 31-33.

National Organizations

The NEA, 1900-1920

The two national organizations—The NEA and, later, the AFT—seemed to lag behind the active city organizations. While teachers on the local and state levels were working and lobbying for increased salaries, tenure, pension, and improved working conditions such as reduced class sizes and work loads, the National Education Association stood somewhat aloof from teacher welfare matters and, later, the American Federation of Teachers spent more time seeking guidance from its locals and trying to define its function than it did providing guidelines for local action.

Claiming a substantial enrollment[23] (though it never enrolled as many members as the state associations) the NEA's leadership and philosophy was conservative. It was leadership from the active city organizations which provided the impetus to change the NEA's focus from one of preoccupation with professional matters to a greater concern with teacher welfare.

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[20] Connecticut 1908, Illinois 1907-9, Indiana 1904-9, Iowa 1908, Maine 1905, Minnesota 1906-8, Missouri 1908, No. Dakota 1907, Ohio 1907, So. Carolina 1909, Washington 1905, Wisconsin 1904, and Wyoming 1909.

[21] Alexander, p. 50. (Colorado, Connecticut, Georgia, Illinois, Indiana, Iowa, Kansas, Maryland, Minnesota, Missouri, New York, No. Dakota, So. Carolina, Vermont, Virginia, Washington, Wisconsin, and Wyoming.)

[22] Alexander, p. 37.

[23] The membership during 1884-94, however, was padded with large numbers of "Associate members" who were neither teachers nor administrators, but indi-

The NEA had traditionally considered teaching as work done "primarily for public service and secondarily for earning [one's] living."[24] If teaching was an expression of "unselfish social service,"[25] money matters tended to be considered, in the words of a superintendent speaking before the NEA, ". . . beneath the dignity of the association."[26] It was expected that salary increases and other welfare measures would be given by the public in recognition of improved teaching. In 1900 an NEA declaration of principles read: "Every safeguard thrown about the profession of teaching, and every provision for its proper compensation, has our cordial approval."[27]

But, as teachers elsewhere were pressing for improved welfare and a voice in school management, so they began to demand a larger voice in the NEA and increased NEA attention to the economic status of teachers. Catharine Goggin was the president of a national organization of city and state associations, the National Teachers' Federation whose purpose was:

> [to put] into the hands of the grade and classroom teachers a weapon keen enough to cut the NEA loose from the traditions that have bound it to the ideas and ideals of the eastern university people, which teachers describe as standing for conservativism almost amounting to stagnation.[28]

More particularly, Catharine Goggin wanted "to get the National Education Association to adopt resolutions which we have framed."[29]

In 1903 Margaret Haley submitted to the NEA a resolution adopted at a mass meeting of the NTF--that further progress in education demanded the immediate betterment of teacher welfare--and asked that the subjects of salary, tenure, and pensions be placed on next year's general program. At the same time, teacher

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viduals who took out NEA membership in order to take advantage of the lower train fares the railroads were offering members of the NEA traveling to convention cities.

[24] NEA Proceedings, 1913, p. 365. The speaker was Henry Suzzallo.

[25] Suzzallo.

[26] Alexander, pp. 49-50, quoting William McAndrew.

[27] NEA Proceedings, 1900, p. 32.

[28] Ricker, p. 348.

[29] Ricker, p. 348.

members of the NEA, many of whom were members of the NTF as well, urged that a committee be established to investigate the level of teacher welfare in various parts of the country. The NEA Committee of Investigations and Appropriations recommended the appropriation of $1500 for a Committee on Teachers' Salaries, Pensions, and Tenure. The appropriations' committee stated that if the facts were set forth, "the effect upon public opinion, and consequently upon the status of teachers themselves would be excellent."[30]

The committee's report was completed in 1905 and was more than usually detailed. Generally it served to stimulate action. For the city and state organizations, it served as a model for their own investigations and as a fund of information from which they could draw to influence legislation. At this time problems revealed by the report were not considered matters for federal legislation, and for many years the report was the extent of NEA welfare activity.

In 1900, though the bulk of NEA membership was composed of female elementary teachers, school superintendents and college men were its leaders. As NEA members described it later, until about 1900:

> Classroom teachers received no recognition in the organization. They were permitted no part in the management and given no place on its programs. No classroom teacher was ever elected to any office or appointed to any committee. Her only function in the organization seemed to be that of paying dues.[31]

Margaret Haley was the first woman ever to address a convention (in 1903) and a woman president was not elected until 1910.

In 1912, an organizational change within the NEA created a new medium of expression for the classroom teachers--the Classroom Teachers' Department. The new department held its first meeting in 1914 and immediately expressed interest in matters of welfare and teacher participation in school management. Margaret Haley, then a member of the salary committee, addressed the first meeting on that topic. The Committee of Pensions Suggestions made a list of fundamental provisions that should be included "whenever a teachers' pension or retirement law is enacted."[32] Another resolution recommended the establishment of "official advisory councils of teachers," elected by teachers, to advise the superintendents on all matters "vital to our children."[33] Advisory boards were reported to exist in Chicago, New York, Denver, St. Paul, and Boston.[34]

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[30] NEA Proceedings, 1903, p. 36.

[31] NEA Department of Classroom Teachers, Classroom Teacher's Handbook, (1937), p. 6.

In 1916 the NEA passed a series of resolutions which might be considered typical as "to the range of matters upon which the association regularly expressed itself . . ."[35] Among other resolutions, the NEA called for the following: 1) a national commission to investigate the condition of farm women; 2) citizenship education; 3) federal appropriations for the education and Americanization of immigrants; 4) women's suffrage; 5) professional standards exclusively governing employment of teachers and supervisors; 6) legal definition of the power and duties of school superintendents; 7) a minimum term of three years for superintendents; 8) permanent tenure for teachers, properly safeguarded; 9) salaries in keeping with professional demands; and 10) retirement allowances, state and local.[36]

These were some of the goals of the NEA, but the association had no method of achieving them. Within the NEA, sentiment for collective action was not widespread, and in 1906 a speaker merely re-echoed the phrasing of the 1900 declaration of principles:

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[32] NEA Proceedings, 1914, p. 911.

[33] NEA Proceedings, 1914, p. 911.

[34] Teachers' councils sprang up in a few cities after the turn of the century. There were two before 1909, forty-two before 1919, and another forty-two started during the period 1919-22. They remained as viable advisory councils to the superintendents until the mid-1920's when they began to decline. Elected from the ranks of teachers and, sometimes, excluding supervisory personnel, representatives of a cross section of the teaching force met once or twice a year to pass resolutions on a wide variety of subjects from welfare to administrative reforms, and passed these resolutions to the superintendent or board as recommendations. Some of the councils were incorporated into the formal school structure while others remained unofficial. They declined in significance because they had only advisory powers and were frequently divided among themselves.

[35] Erwin Stevenson Selle, The Organization and Activities of the National Education Association (New York: Columbia University Teachers College, 1932), 12.

[36] Selle, p. 12.

> . . . we shall resort to no trade union methods. We shall continue to present our claims with dignity and moderation, confident that the sense of justice and the generous disposition of the American people will give them due recognition.[37]

But by 1918 the sentiment had shifted slightly. Joseph Swain, a past president of the NEA, declared that the public had an obligation to give increased support to education. He continued:

> But suppose the nation cannot be made to see its duty. Then there is only one other way: the teachers by concerted action and the application of the principle of collective bargaining, must compel the nation to wake up.[38]

Swain's words marked the peak of enthusiasm for collective action. The "peak" was not very high for Swain himself went on to soften his words by asserting that collective bargaining would not be necessary, since he was confident that the American people would tackle the nation's educational problems.

AFL Locals and the AFT, 1900-1920

Before the creation of the AFT in 1916, there was no widespread teacher-labor affiliation. The CTF's affiliation with the CFL and the AFL in 1902 did not signal a significant trend. Although twenty organizations did affiliate with labor between 1902 and 1916, most of the affiliations were short-lived due to lack of interest or public opposition. By 1909, the Secretary of the AFL reported only two teacher organizations affiliated with labor, the Chicago and San Antonio locals.[39]

Subsequently, a few more associations affiliated with labor independently so that by May of 1916, when the AFL chartered the American Federation of Teachers, the new national union had eight locals distributed among Chicago, Gary, New York, Oklahoma City, Scranton, Pa., and Washington, D. C. During the First World War three more locals were formed in Washington, D.C., one of which became the first Negro local in the nation.[40]

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[37] D. Felmley, "The Next Step in the Salary Campaign," NEA Proceedings, 1906, p. 189.

[38] NEA Proceedings, 1918, p. 49.

[39] Alexander, p. 58.

[40] The Commission on Educational Reconstruction of the American Federation of Teachers, Organizing the Teaching Profession: The Story of the American Federation of Teachers (Glencoe, Ill.: The Free Press, 1955), 32.

Large gains were made in AFT membership from 1917 to 1920 when the union counted a total membership of 9808. For the same period the NEA claimed a membership of 10,104 in 1918, and that by 1920 it had reached 52,850.[41] According to the official membership figures of each organization, the AFT was never larger than the NEA. The growth of the AFT was due, in part, to increased organizing efforts in 1918 and to a continuation of pre-war problems through the war and into the post-war period. These problems were not mitigated by an influx of ill-trained teachers into the profession and the post-war inflation.

Chicago was well-represented among the first officers of the AFT and the Chicago Teachers' Federation became Local No. 1 of the Union. Within a year, however, the CTF had disaffiliated, taking away a large part of the membership of the AFT. Contemporary union accounts assert the disaffiliation was a wise strategic move, but it was a serious blow to the AFT which charged the CTF with deserting labor's cause and betraying the organization it had helped found. The withdrawal left a leadership vacancy in the AFT which was partly filled by the New York Teachers' Union whose influence on union affairs was sustained by its publication of the AFT's official organ, the American Teacher magazine.

At its first annual convention in Chicago in 1916, the AFT adopted a platform which illustrated its wide range of concerns and appeals. The platform 1) favored small elective boards of education, salaried and subject to recall; 2) called for at least one member of the board of education to be a classroom teacher; 3) called for tenure for both teachers and supervisory personnel; 4) protested the merit system of rating teachers;[42] 5) demanded the legal establishment of self-governing school boards and district councils of teachers with the recommendations of such groups to be made public record; 6) called for increased salaries, for pensions, and for sabbatical leaves; and 7) urged higher admission standards for the profession with at least four years preparation beyond high school.[43]

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[41] Membership figures for the NEA throughout the study have been drawn from Wesley, p. 397; membership figures for the AFT throughout the study have been drawn from Carl J. Megel, et al., "A Report to the Convention of the American Federation of Teachers, Philadelphia, Pennsylvania, 1961," p. 49.

[42] Merit ratings were largely subjective ratings of teacher efficiency carried on by the principals and superintendents although teachers in some systems took a part in the ratings. The ratings served to help determine wages and promotions, but tended in some systems to degenerate into budgetary devices. According to AFT accounts, in the Gary system only 20% of the teachers could receive an "A" rating, 50% could receive a "B," and the remaining either a "C" or "D" rating. That merit was quantitatively predetermined became a cause for protest.

Nevertheless, putting the policies into effect was problematic. From the outset the AFT had to fight for the right to organize teachers. The Chicago Loeb rule had been a factor in the union's formation, and a similar contest was faced in other cities such as Cleveland, Los Angeles, St. Louis and Lancaster, Pa. The union teachers fought for the right to organize in the courts, and worked at the same time for state tenure laws to protect their jobs. The locals were too small and too weak at this stage to insist that boards of education grant any formal rights with regard to the "closed shop" or other indicia of collective bargaining. One source quotes the constitution of a San Francisco local as declaring: "This organization is purely voluntary and is opposed to any policy making membership . . . obligatory upon any member of the school."[44]

Tribute was paid to collective bargaining by the New York Teachers' Union which declared itself "primarily an instrument for collective bargaining":

> The Teachers' Union of New York is a branch—Local No. 5—of the American Federation of Teachers, which is itself a constituent part of the American Federation of Labor. In other words, it is primarily an instrument of collective bargaining, designed to secure justice for the individual teacher in the great struggle of contending forces that make up modern society. The present status of teachers' salaries shows clearly the need for collective bargaining, if reasonable claims for services rendered are not to be forgotten or ignored.[45]

Though the New York union was generally sympathetic to labor practices, it did not engage in collective bargaining. And although the term 'collective bargaining' appeared occasionally in issues of the American Teacher after 1918, it was left undefined and did not become a published objective until much later. Indeed, the union's policy favoring teachers' councils conflicted with the notion of exclusive representative collective bargaining.

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[43] "Platform of the American Federation of Teachers Adopted at the First Annual Convention, Chicago, Illinois, December 29 and 30, 1916." [Typewritten MS on deposit at AFT headquarters, 766 No. Rush St., Chicago, Illinois.]

[44] William A. Cook, "The Rise and Significance of the American Federation of Teachers," Elementary School Journal, XXI, 6 (February, 1921), 450.

[45] The American Teacher, VII, 9 (November, 1918), 197.

A policy feeler on the mediation of disputes appeared in a 1918 editorial on the salary question:

> The war has developed another means of settling industrial disputes—governmental mediation through arbitration boards on which workers and employers are equally represented. A similar body can be selected to settle all disputes between teachers and their official superiors but that would imply recognition of teachers as thinking individuals and of the principle of democratic school administration.[46]

But the federation did not venture beyond this tentative statement.

The most vigorously asserted AFT policy disclaimed the right to strike. The no-strike policy was necessary because the public was already opposed to labor organization of public employees, and strongly opposed to strikes by public employees. Explaining the union's position in "A Letter to the Unorganized," L. V. Lampson, the National Organizer for the AFT wrote in 1919:

> The American Federation of Labor grants to the American Federation of Teachers a charter of complete autonomy. No labor organization can call us out on a strike sympathetic or otherwise. The AF of T does not endorse the strike as a means of getting results for teachers, but depends on publicity, organization and political action. There have been no strikes among the union teachers.[47]

The next month the American Teacher printed a letter from the AFL president, Samuel Gompers, affirming the absolute autonomy of the AFT within the AFL and expressing AFL approval of the AFT's no-strike policy.[48]

The New York Union deviated from the AFT by not adopting a strong no-strike policy. In the article which described the New York local as "an instrument of collective bargaining," it was pointed out that a strike would have to receive a majority vote of the membership. At the same time its leadership played down the likelihood of a strike.[49] When readers wrote in to ask whether the New York local had a constitutional provision making the strike possible, Local No. 5 answered: "No such provision exists there or probably in the constitution of any teachers' local in the country"; but it still did not assert a no-strike policy. Instead, the local termed strikes "highly improbable."[50]

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[46] The American Teacher, VII, 8 (October, 1918), 162.

[47] The American Teacher, VIII, 9 (November, 1919), 206-208.

[48] The American Teacher, IX, 1 (January, 1920), 20. Letter dated December 16, 1919.

[49] The American Teacher, VII, 9 (November, 1918), p. 197.

In these years the AFT failed to develop a national plan of action to attain the goals it had set forth in its 1916 platform. Instead, the union worked largely along the lines of organization and educational propaganda carried on through its official organ, the American Teacher. Here, in its search for ways to be effective, the federation conducted a symposium "to bring out positive and intelligent conviction of the question whether there is educational or social justification for the alliance of teachers with the labor movement."[51] The federation was unsure of its identity and uncertain how it could cure the educational ills it had been founded to combat. To find out, the union called for a free exchange of ideas on the questions, "What should a teachers' union do? How does a teachers' union differ from an association? What means should be employed to improve conditions of work?"[52] These questions were still unanswered when, in 1920, the Resolutions Committee of the Fourth Annual Convention resolved, ". . . that a committee be appointed for the purpose of studying teachers' tactics throughout this country and abroad to the end that the most feasible plan for getting results be formulated and put into practice."[53] But time ran out on the union's initial success, and the "most feasible plan" was neither formulated nor put into practice before union membership began to decline.

By 1920 the AFT was something of an anomaly among labor organizations. Its strength and effectiveness was confined to individual locals which continued to catch tax-dodgers, work for legislation, and put pressure on local boards much as non-union groups. The AFT's attempt to formulate national practices was weak. Through its magazine, the American Teacher, the AFT served as a clearing-house for inspirational articles and progress reports between its locals, especially those in New York, Chicago, and Washington, D. C., which made most of the contributions; but it was unable to work out a consistent expression of its goals or to formulate a national approach to the problem of improving classroom teacher welfare.

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[50] The American Teacher, VII, 10 (December, 1918), 209.

[51] The American Teacher, VIII, 3 (March, 1919), 59.

[52] The American Teacher, VIII, 1 (January, 1919).

[53] The American Teacher, IX, 1 (January, 1920), 10.

III. 1920 - 1940

STATE AND NATIONAL ORGANIZATIONS

The States, 1920-1930

By 1923 the state associations had enrolled more members than both the AFT and the NEA together. Out of the nation's estimated teaching force of slightly over 700,000, nearly 437,000 public school teachers, or 61.7%, belonged to state associations. Again, the Western states, now with the smallest number of teachers, had the greatest proportional enrollment--nearly 75% of the total teaching force in their region. The Eastern states followed close behind, enrolling nearly 71%. The Great Plains and Great Lakes states enrolled about 68%, while the Southern states could claim only about 42% of their teaching force.[54]

The decade of the 1920's was one of major reorganization for most state associations. Many began to employ full-time secretaries for the first time,[55] putting the programs of the associations on a more permanent basis. The functions of the state associations during this period seem to have included the following: 1) publication of an official journal; 2) promotion of an aggressive policy relating to publicity and educational legislation; 3) institution of teacher placement bureaus; and 4) coordination of the meetings of various suborganizations.[56]

Legislative activities, the major sphere of action for the state associations, broadened greatly during this period:

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[54] Crawford, p. 21.

[55] One state association adopted a full-time secretary during the decade of 1900-09, eight adopted full-time secretaries between 1910-19, and twenty-four adopted full-time secretaries between 1920-29. For specific dates for each state, see the bibliography in Crawford, p. 12.

[56] Frank L. Pinet, "Teacher Placement through Association," in Everett M. Hosman, State Teacher Organizations (Nebraska: National Association of Secretaries of State Teachers Associations, 1926), p. 118.

> Laws pertaining to county administration, the establishment of normal schools, supervision, the state department of education, the state textbook commission, teachers' salaries, certification of teachers, curricula, minimum requirements for teaching, consolidation, group insurance, the state school fund, equalization laws, compulsory education, teachers' pension, retirement funds, tenure, tax studies. . .have been secured through the influence of state education associations.[57]

While welfare matters relating to salary, tenure, and pension were not prime targets for educational legislation during this period, a number of state associations, some of which are listed below, either achieved or sought to achieve legislation in these areas.[58] From an examination of Crawford's study of thirty-nine state associations during this period, it is apparent that the actual number of states achieving welfare measures was rather small. Although eighteen states had retirement plans by 1929,[59] only two had single salary schedules and seven had teacher placement bureaus.[60]

To effect their proposals, the state associations submitted recommendations to their governors or to the state departments of education; they sought to work through the state legislatures or with public opinion. The main emphasis during this period was on legislation concerning professional matters. While the welfare of teachers was not neglected, the emphasis was placed on "increasing the qualifications of teachers, on raising standards of county administration, and on improving the curriculum."[61]

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[57] Crawford, p. 127.

[58] California: tenure, pension; Colorado: salary, tenure, pension; Florida: pension; Illinois: pension; Iowa: salary, insurance; Kentucky: salary; Michigan: pension, aid for training teachers; Missouri: insurance; Montana: tenure; New York: salary, tenure, pension, aid for training teachers; No. Carolina: salary; No. Dakota: defeat of tax reductions; Ohio: salary, pension; Oregon: salary; Pennsylvania: tenure, pension, insurance; So. Carolina: salary; Virginia: pension; Washington: pension, defeat of tax reductions; West Virginia: salary; and Wisconsin: pension.

[59] California, Connecticut, Idaho, Illinois, Massachusetts, Michigan, Minnesota, Montana, New Jersey, New York, No. Dakota, Ohio, Pennsylvania, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

[60] For these and other advances, see Crawford, pp. 116-123.

[61] Crawford, p. 127.

The American Federation of Teachers, 1920-1940

In the early post-war period there was a good deal of public opposition to trade unionism in general and to union organization of public employees in particular. Total trade union membership declined sharply in the 1920's and the AFT was caught in the general decline. AFT president, Charles R. Stillman, noticed a rising opposition to the teachers' union as early as 1920. AFT membership plunged from almost 10,000 to 3417 by 1926; by 1928 the president of a Seattle local lamented: ". . . a very small minority of teachers knows the American Federation of Teachers exists," and attributed the decline to lack of organizational efforts.[62] The next year the AFT president asserted: "Our major business is the organizing of teachers . . . and the means for advancing organization should be given first consideration. . . ."[63] From 1930 to 1933 membership climbed to over 6,000 and by 1935, the year the Wagner Act passed, the union's old peak of 10,000 members had been surpassed. By 1938 the dues-paid enrollment exceeded 29,000; that same year the NEA claimed an enrollment of over 195,000 members.

The objectives which the AFT sought to achieve during this period were in harmony with its stated philosophy. Henry R. Linville, federation president from 1931 to 1933, said teacher welfare and performance were related and acknowledged that the AFT concerned itself largely with the economic welfare of the profession:

> The union movement among teachers is basically economic. By frankly recognizing this fact, we prepare our minds for clearing our path of the sham and pretence of belonging to a sacred profession—before we have any professional spirit.[64]

The concern for teacher welfare is reflected in AFT statements and resolutions throughout this period, particularly during the depression years. In 1932 the annual convention declared the AFT's opposition to the widespread retrenchment measures undertaken by school boards in the face of the depression, such as cutting salaries, firing staff, curtailing the curriculum, and weakening tenure policies.

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[62] The American Teacher, XIII, 2 (October, 1928), p. 24.

[63] The American Teacher, XIV, 2 (October, 1929), p. 1.

[64] The American Teacher, XIV, 7 (March, 1930), p. 1.

In 1934 the AFT set forth a list of elements it considered essential to ". . . the continuance of teaching as a public service in the schools of this country."[65] These were: 1) a living wage; 2) decent working conditions; 3) security of tenure; 4) right to establish teachers' unions and to affiliate with labor; 5) opportunity for cultural and professional study; 6) maintenance of standards; 7) provision for old age; and finally 8) opportunity to participate in formulating educational policy.[66]

The 1934 platform shows a few significant changes from the platform of 1916. The AFT no longer pressed for teachers' councils, leaving the locals free to develop different kinds of relationships with the superintendent and school board. Nor did the AFT seek to determine the composition of the school boards. From the 1916 platform the AFT carried over its welfare concerns for wages, tenure, pensions, and sabbatical leaves.

The AFT was weak during this period. In the early years of exceptional growth (from 1917-1919), many locals had prematurely affiliated with the later result that the mortality rate among small locals was high. To the onus of being a union of public employees was added the social stigma of labor affiliation. And there were internal problems: financially, the union was nearly bankrupt in 1936, and it was not until 1939 that administrative reforms put the AFT back on a sound basis.[67] During this same period its leadership and membership were torn between keeping the affiliation with the AFL or switching to the newly-organized Congress of Industrial Organizations (CIO), a problem which, in the interests of union solidarity, was later decided in favor of the AFL. From 1936 to 1940, the AFT faced both internal and external charges of communist domination which promoted dissaffiliation and hardly encouraged new membership.[68]

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[65] The American Teacher, XVIII, 1 (October, 1933), p. 6.

[66] The American Teacher, XVIII, 1 (October, 1933), p. 6. The eighth plank was added in 1934, and can be found in the American Teacher, XVIII, 5 (June, 1934), p. 3.

[67] Irvin Kuenzli, "The Union in 1939, A Report of the Secretary-Treasurer" (Chicago: American Federation of Teachers, 1939), p. 8.

The official policy, then, was left up to the locals to implement as best they were able. Even without substantial union support, some locals succeeded in restoring and securing for their members a number of welfare measures despite the problems created by the depression.

These problems were, of course, largely economic. Forced to operate on reduced budgets, the school boards sought to make ends meet in a number of ways. Salaries were either cut directly or teachers were asked to work for extended periods without pay. At the lower end of the differential salary schedules, salary cuts hit lower-grade classroom teachers severely. In addition to cutting salaries, some schools sought to reduce their staff. Sometimes marriage became a sufficient reason to discharge teachers; in other cases non-resident teachers were asked to leave. Regular teachers who were discharged might be replaced by teachers "imported" from rural areas who would work for less, or be replaced by personnel with temporary certification whose wage demands were lower. Shortening the school year, or cutting out of the school program particular grades such as kindergarten, not only reduced staff but forced those who did work to accept lower wages over shorter school terms. In a number of systems where the school taxes were secured through a lucrative base, attempts were made to change the tax bases and tax payments were frequently delinquent.

In 1932 Detroit teachers were forced to work for half pay in May and June. Five years later the federation local claimed it was able to persuade the city council to return half of the arbitrary salary cut. In 1943 it went to court and won not only the remainder, but interest on the settlement as well.[69] Also in 1932, AFT accounts claim the Chattanooga Local No. 246 was able to soften salary cuts, school term curtailments, and firing of staff.[70] In 1934, Springfield, Ohio teachers had voted under pressure from the administration to teach a month without pay in order to keep the schools open. In the following two years the teachers were faced with total salary cuts amounting to 37-1/2% of normal wages, despite promises from the board to maintain the salary level. When the Springfield Ohio Federation of Teachers, Local No. 296 affiliated in 1934, it claimed it was able to prevent a further reduction in the school term and that by 1938 it had restored the salary schedule.[71] Also in 1934, the Cleveland Local No. 279 said it was successful in restoring part of the salary cuts and lost increments sustained previously. Members of the local were responsible for the payment of $350,000 into the county treasury by making over 1000 calls on delinquent taxpayers. Within the next two years the Cleveland Federation of Labor was able to secure a sympathetic school board which approved salary increases so that by 1937, Cleveland teachers were receiving a salary at 96% of the pre-depression level.[72]

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[68] These problems were not fully resolved until 1941 when the AFT president, George S. Counts, took the initiative and ousted two New York locals, one of which was the active Local No. 5, and a Philadelphia local--three locals which represented nearly one fourth of the total membership of the union.

[69] Organizing the Teaching Profession . . . , pp. 58-59. This and the following items are taken from union accounts.

[70] Organizing the Teaching Profession . . . , pp. 38-40.

In the later years of the depression a few unions were able to develop more influential negotiating procedures with school boards. In 1937, the Gary Local No. 4 together with the AFL and the CIO challenged the board of education on a number of controversial issues, including allegedly discriminatory salary schedules:

> The union proposed that in the future it bring points of dispute to the superintendent and, if no agreements were reached, the union should be authorized to bring the case for a hearing before the board. This proposal was accepted, and set a pattern for collective negotiations since adhered to.[73]

In 1939, members of the West Suburban Teachers Union Local No. 571 (in Proviso, Ill.) were faced with the dismissal of two officers and the threat of having their salary checks withheld; there was, consequently, the possibility that the school system might be subjected to the importation of teachers with lower wage demands:

> With the cooperation of the Chicago Federation of Labor, a negotiating committee consisting of representatives of the Chicago Federation of Labor, the AFL, and the Chicago Teachers' Union met with the Proviso Board of Education. As a result of that meeting teachers were restored and an agreement reached through which bargaining relationships were established.[74]

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[71] Organizing the Teaching Profession . . . , pp. 43-44.

[72] Organizing the Teaching Profession . . . , pp. 40-41.

[73] Organizing the Teaching Profession . . . , p. 92.

[74] Organizing the Teaching Profession . . . , pp. 41-42.

Battles were waged by locals over more general matters. The controversial differential salary schedules, by which wages were adjusted according to the grade level taught, were fought by many locals which sought the adoption of single salary schedules for all classroom teachers. As early as 1923 a Portland local was able to get a single salary schedule adopted, and the Gary local achieved the same result in 1937 as a consequence of its confrontation with the school board.[75]

The merit system was also cause for protest. Largely subjective, the ratings of teacher efficiency carried on by principals and superintendents tended in many systems to serve as budgetary devices to regulate wages. The Gary system was prominent among a number of systems which sought to change or abolish this method of rating teachers.

Some AFT locals also cooperated with NEA associates for state retirement and tenure laws. The main objective, from the union's point of view, was to secure tenure in order to "protect teachers from arbitrary dismissal, especially for reasons such as membership in the federation."[76] In 1925, the Ninth Annual Convention of the AFT proposed the following tenure plan as a model:

> Tenure after the lapse of a probationary period not to exceed two years, should be made permanent during efficiency.
>
> All dismissals, both during and after the probationary period, should be for cause definitely embodied in the law, such as immorality and inefficiency.
>
> After the probationary period, dismissal for any cause (including inefficiency) should be only by a trial board chosen as follows: three by the school board, three by the teachers, the six to elect a seventh who shall act as impartial chairman. At all hearings teachers shall have the right to be represented by counsel and appeals from the decision of the trial board may be taken to the courts or to the commissioner of education where the teacher shall have the right of review on questions of law as well as of fact.[77]

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[75] Organizing the Teaching Profession . . . , pp. 121-122. Both during and after the 1920-1940 period a number of locals were successful in instituting the single salary schedule, among which were locals in Hamden, Connecticut; Springfield, Illinois; Lowell, Massachusetts; Baltimore, Maryland; Detroit, Michigan; Duluth, Minnesota; Cleveland, Ohio; and Toledo, Ohio.

[76] David Mesirow, "The AFT's Role in the Thirties," Changing Education, I, 2 (Summer, 1966), p. 33.

[77] Organizing the Teaching Profession . . . , p. 280. There seems to be some confusion as to when a model tenure bill was introduced. According to the AFT history, it was introduced in 1925; but Mesirow (supra) gives 1939 as the date of

By 1940 there were seventeen states which had instituted tenure laws and, although only two of these had adopted the AFT model, they were the populous states of New York and Pennsylvania.

The AFT was active throughout this period on behalf of teachers' civil rights. In the classrooms, AFT locals fought for the freedom of discussion and freedom to teach controversial subjects. Out of the classroom, the locals were early opponents of loyalty oaths and worked to enable many teachers to vote independently and to participate actively in politics. Locals also fought annoying restrictions on living or travel and even on smoking and drinking. Perhaps the greatest tribute to this aspect of the AFT's activity was paid by Donald DuShane, later a president of the NEA:

> The most fearless and effective work [in defense of academic freedom] has been done by the American Federation of Teachers. Their example and the principles for which they have fought have had a very stimulating effect upon the non-unionized federations and unorganized teacher members of the N.E.A. and of State Associations.[78]

Due probably to the strong public opposition in the 1920's to unions, neither the AFT nor its locals pressed for hard-core labor tactics. AFT locals often had to fight for the right to organize until the middle and late 1930's when the federal government sanctioned collective bargaining with the passage of the Wagner Act and gave needed prestige to public sector bargaining.[79] The union continued its firm no-strike policy throughout this period. It was reiterated by the American Teacher in a 1934 editorial: ". . . the teachers' grievances must not and cannot be remedied by any method that inflicts injury upon the children . . . "[80] The ed-

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the "model tenure bill that was to serve as the prototype of tenure legislation favored by the AFT" (Mesirow, p. 32). However, the outlines of the 1939 "model tenure bill" do not differ from the proposed tenure plan outlined by the 1925 convention. A possible explanation for the confusion is that the 1925 tenure plan was meant to be included in individual contracts, whereas the 1939 plan was meant to be used as a bill for legislative purposes.

[78] Quoted by Howard K. Beale, Are American Teachers Free (New York: C. Scribners, 1936), p. 586.

[79] As has been noted, bargaining relationships of a type were accomplished by some locals in the late thirties, particularly the Gary and West Proviso, Ill., locals, but the further development of collective bargaining was slowed by the Second World War and can more properly be discussed in the context of the postwar period. See Chapter IV, this volume.

itorial stated that no teachers' union had ever struck and that the longest strike of the year was carried out by a member group of the Pennsylvania State Education Association which, the editorial said, ". . . was connected with the N.E.A." According to the American Teacher:

> The unorganized teachers have no recourse but to strike. The organized teachers depend upon the support of organized labor, upon political action, and upon an aroused and educated public opinion. Therefore teachers' unions have no need to strike.[80]

Strikes did not become an important issue until after the Second World War. In the meantime, though the AFT could not prevent member locals from striking, it did not sanction such action.

The National Education Association, 1920-1940

The National Education Association did not fail to notice that the AFT had gained more members in three years (1917-1919) than the NEA had in fifty. In 1917 the NEA Executive Committee set up a Commission of the National Emergency in Education to promote NEA membership. The drive began in 1918. Local superintendents were made responsible for getting members in their areas with the goal of achieving 100% enrollment in the NEA. Charts published from time to time showed the increase in the number of 100% schools. The NEA claims its membership rose from more than 10,000 in 1918 to nearly 53,000 by 1920 and had grown to more than 120,000 by 1926. In 1928 principals and superintendents were again urged to try for the "honor roll" of 100% schools and, as a result of this strenuous membership campaign, over 220,000 were enrolled in the NEA by 1931. Thereafter, the depression took its toll and the membership declined. In 1932 a "Dynamic Activity Committee" which probed the causes of the declining membership stated that the NEA, as a whole, was not effectively serving teacher interests.[81] Even though the association pushed welfare matters to the front, numbers dropped by 1936 to less than 165,000 or less than the association had counted a decade before. The 1931 level was not surpassed until after 1943.

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[80] The American Teacher, XIX, 2 (November-December, 1934), p. 16. Passage italicized in the American Teacher.

[81] NEA Proceedings, 1934, p. 203.

During this period of substantial membership decline, the welfare philosophy of the NEA changed to reflect a position substantially the same as the AFT's. By 1936, the same year the association experienced its lowest enrollment, Willard E. Givens, the Executive Secretary, wrote to signal a change in outlook:

> The Association is determined to exert every effort its resources will permit in behalf of the economic and professional welfare of teachers. . . . Only through increasingly effective organization of the profession in local, state, and national areas can teachers achieve the rewards and the security which are justifiably theirs.[82]

The NEA had not been entirely lax in the area of teacher welfare, however. In 1931 the Department of Classroom Teachers issued a comprehensive report in its Sixth Annual Yearbook covering nearly all matters related to the economic status of teachers. The Yearbook summarized a number of principles for scheduling salaries, tenure, and retirement programs which serve to reflect the association's thinking. Salary schedules, the report held, should: 1) be based on standards of living; 2) be graduated according to training; 3) have increments spread over the career; and 4) be flexible enough to take care of cases of special merit.[83] The same report also listed provisions for retirement systems, some of which were: 1) required membership for new teachers, optional for those in service; 2) costs to be shared by both teacher and public; 3) disability to be provided for; 4) choice of options upon retirement; 5) credit allowed for past service; and 6) the establishment of reciprocal programs between states.[84] Tenure principles which the NEA sought to implement nationally were similar in substance to the 1925 AFT program, though the latter contained more explicit procedures concerning the process of dismissal.[85]

A profession-oriented observer of the NEA around 1925 conceded that the NEA had been effective in some areas of educational policy-making, but added:

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[82] Willard E. Givens, "Teacher Welfare to the Front," NEA Journal, XXV, 7 (October, 1936), p. 202.

[83] Department of Classroom Teachers, The Sixth Yearbook: The Economic Welfare of Teachers (Wash., D.C.: Dept. of Classroom Teachers, 1931), pp. 33-35.

[84] The Sixth Yearbook . . . , pp. 104-106.

[85] The Sixth Yearbook . . . , pp. 38-40.

> . . . little of the progress made has been due to conscious planning, much of it has depended upon the initiative and effort of a few. The Association until very recently has seldom expressed itself positively on a matter of educational policy and then backed that policy with persistent effort. There has been little or nothing for the great body of teachers to do except to listen to the lectures at the annual meeting. The membership has failed to appreciate . . . that discussion can never settle problems nor carry out plans. There has been manifest . . . a disposition to look at education idealistically, and not practically. Addresses have been largely of the pulpit or political type. They are good reading, but a little bit too highly generalized to result in action.[86]

Organizational changes, however, took place between 1920-1940 to enable the NEA to meet welfare and professional problems on a more sustained level than before.

Prior to the 1920 convention, the leadership was composed largely of principals, superintendents, college teachers, and other administrators, and the business was conducted by the active members attending the convention. Militant city organizations would try to take over the meetings, attempt to elect officers of their choice, and put the whole organization behind their programs. There was also little assurance of a continuous policy since the association met in a different city each year where the business was conducted by a different group.

At the 1920 convention in Salt Lake City, bylaws were introduced:

> . . . changing the organization from a loosely coordinated and in the main locally controlled body to a unified and coordinated body with many of the attributes of a professional republic. In the place of mass control, government was centered in a representative assembly.[87]

Officers were to be elected and the business conducted by delegates representing local and state associations. As a result, the NEA became more representative and thus gained more members. But the militant groups which had given the NEA its impetus toward welfare concerns found their representation swamped and their effectiveness mitigated by more passive teacher delegates. Charges of administrator dominance, heard since the association's beginning, were not alleviated by the large number of old-guard delegates[88] who voted at the conventions year after year. At the 1933 Chicago convention a proposal to eliminate ex-officio delegates was introduced, but was unsuccessful until "a revolt of classroom teachers against administration control" succeeded the following year in eliminating most of them.[89]

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[86] John C. Almack and Albert R. Lang, Problems of the Teaching Profession (Boston: Houghton Mifflin Co., 1925), p. 81.

[87] Almack and Lang, p. 79.

[88] These were state superintendents of education and similar officers who

The reorganization was the largest step undertaken by the NEA during this period, but the creation of a number of new commissions, divisions, departments, and committees with delineated concerns increased the NEA's functional capacity.

The NEA was naturally interested in federal legislation. After the First World War, an NEA legislative committee drafted a bill providing for a federal department of education, with a secretary in the President's Cabinet, and called for federal appropriations to combat illiteracy, Americanize immigrants, equalize educational opportunities and secure better preparation and remuneration of teachers.[90] In 1920 the previous legislative committees were supplanted by a permanent Legislative Commission which introduced a number of similar bills in Congress. All of these, however, died. In 1933, a joint government and NEA commission, including the Legislative Commission, formulated a six-point program for emergency aid which did achieve assistance for rural schools, adult education, nursery schools, building repairs, and construction.[91] Again, a number of bills were introduced by the Legislative Commission calling for more comprehensive aid to education, but these met the fate of the former. Though no action was secured, the bills and hearings kept the topic of federal aid to education before Congress and the public.

Another major achievement was the 1922 establishment of the NEA Research Division which began systematic studies of the economic status of teachers, published biennial salary reports, distributed information on salaries, retirement, and tenure programs, and studied district problems for local and state affiliates. During the depression, information on school salaries, budgets, and retrenchments was collected and distributed to affiliates for their use.

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had voting privileges. Since they attended meetings year after year, they gained influence out of proportion to their numbers.

[89] Beale, p. 95; see also pp. 700-702.

[90] Mildred S. Fenner, NEA History: The National Education Association, Its Development and Program (Washington, D.C.: National Education Association, 1945), pp. 125-127.

[91] Fenner, pp. 130-131.

In 1936, the Executive Committee at the Portland convention established the Division of Teacher Welfare. With the help of the Division of Research, the new division conducted extensive publicity campaigns for teacher welfare, and prepared reports and pamphlets for local and state associations waging teacher welfare campaigns.

The NEA had appointed a Committee on Tenure in 1911 which had become active in the 1920's to defend teachers' rights and investigate alleged unfair discharges. In 1926 it was empowered to give legislative advice "to the education association of any state in which there was pending legislation for the protection of teachers."[92] During the depression, however, the committee slowly drifted out of existence,[93] and it was not until 1934, due principally to the efforts of classroom teachers, that the committee was again able to expand its activities.

Throughout this period the NEA was increasingly active on behalf of teacher welfare. The main area of policy implementation, however, was at the state rather than at national or local levels. Occasionally locals would wage salary campaigns which depended greatly upon widespread publicity and citizen support for their effectiveness, but the issues of tenure and pensions were largely seen as matters for state associations. More persistent than before, the association was far from being militant -- though it occasionally backed militant groups such as the unaffiliated Chicago teachers who marched and demonstrated against their payless paydays in 1933, and even AFT locals and state organizations working for legislation of common interest.

Most of the work on the local level was accomplished by informational and publicity campaigns. A 1922 Denver bond election was successful largely because of an informational campaign conducted by the parent-teacher association. Such campaigns furnished the public with comparative data on teachers' salaries, or compared teachers' salaries with those of other workers, or with cost-of-living statistics. The campaigns also tried to secure the support of the businessmen's associations and the newspapers. Until after the Second World War, when the NEA sought to develop other tactics to counter the AFT's successful militancy, most of the power used by the state and local associations to wage successful teacher welfaire campaigns came from outside the associations in the form of popular or legislative support, and where this was lacking the associations accomplished little.

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[92] Fenner, p. 114. In the later depression years, the committee was active in investigating "allegedly unfair discharge of hundreds of teachers."

[93] In the fiscal year 1930-1931, its expenditure was just $17.13. Only the Joint Committee on Colored Schools spent less: $0.37.

With the end of the depression and the advent of the Second World War, the major questions for both the NEA and the AFT were no longer whether welfare policies should be formulated and put into practice, but what means should be developed to implement them at local, state, and national levels. The AFT turned largely to the precedents of collective action on the industrial model. The NEA, recognizing the efficiency of these means yet hesitant to bring the precedents of labor-management relations in private industry to teacher employer-employee relationships, sought to develop its own procedures by adapting the industrial model to what it believed educational circumstances required.

IV. 1945 - 1967

THE POST-WAR DEVELOPMENTS

The Organizations and the Advent of Collective Negotiations

During the immediate post-war period, two of the first local collective bargaining relationships in schools appeared. In Norwalk an association of teachers achieved formal recognition as the official bargaining agent for teachers in that system as the result of a 1946 strike, and the Pawtucket, Rhode Island Teachers Alliance (AFT Local No. 930) successfully forced the board of education to negotiate on its proposal for salary increases after a strike. In 1947, the first representation election among teachers was held in a Chicago suburb. Initially requested by the AFT, the election was conducted with the consent of the board of education by the Illinois Department of Labor and resulted in a victory for the AFT local.

Though both the AFT and the NEA had long supported teacher participation in determining school policies, neither organization at this time supported the establishment of formal collective negotiations at the local level as a matter of national policy. By 1947, however, both organizations began to shift ground. The NEA Executive Committee declared that:

> Group action is essential today. The former practice where teachers individually bargained with the superintendent of schools or the board of education for their salaries is largely past.[94]

Later that year, at the NEA convention, a resolution was passed recommending that "each member seek salary adjustment in a professional way through group action." The AFT sought similar action:

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[94] NEA Executive Committee, "The Professional Way to Meet the Education Crisis," NEA *Journal*, XXXVI, 4 (February, 1947), p. 47.

> Methods whereby various groups may participate in policy formation must be devised. Procedures which will permit successful democratic participation must be perfected.[95]

Competition for membership between the two organizations which characterizes much present AFT-NEA rivalry was largely absent from the immediate post-war period. Direct membership in the NEA for 1945 was nearly 331,000, while AFT members totaled only 31,000. Between 1945 and 1948, both grew by about one-third, so that by 1949 the NEA had over 427,000 members and the AFT more than 41,000. In the 1950's the NEA far outstripped the AFT in membership growth. The NEA's membership grew by 57%, from nearly 454,000 in 1950 to almost 714,000 by 1960. The AFT grew only by 43% for a total membership of 59,181 by 1960. The NEA is, of course, today, with its multitudinous research and lobbying activities and its numerous separate subject matter and other departments, the preeminent teacher organization in the country, enrolling over 1,000,000 members, while the AFT, with a membership of 150,000, is an organization of significantly increasing power and influence. Representing teachers in negotiating relationships in a majority of our major cities, the AFT has, with its increased size and wealth, begun to modify its image as an organization interested only in teacher welfare through an increased publication program, the underwriting of at least a modest research activity, and intensified legislative activity on behalf of higher aid for education generally.

During the 1950's the AFT committed itself to collective bargaining and resolved to "assist and support locals in establishing collective bargaining procedures" by collecting and distributing public employee and AFT bargaining agreements to locals.[96] The union achieved written agreements in a number of districts including Pawtucket, Rhode Island, and established several new collective bargaining relationships, including East St. Louis, Ill., and Gary, Ind.

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[95] Lester A. Kirkendall, _et al._, _Goals for American Education_ (Chicago: AFT, 1948), p. 60.

[96] AFT, "Policies of the American Federation of Teachers," (Chicago: AFT, n.d.), n.p. (mimeographed).

So far, the 1960's have been years of intensive organizational rivalry between the NEA and the AFT. In 1961 the United Federation of Teachers, AFT Local No. 2, won representation rights for New York City schools. The New York victory was achieved against a hastily organized NEA-supported coalition of teacher organizations and represented the first situation in which the NEA, as a national organization, faced the AFT in a highly visible test of strength. In 1962 the AFT acquired membership in the Industrial Union Department of the AFL-CIO and began receiving financial aid in its organizing efforts. In 1962 Walter Reuther spoke at the AFT convention and called for a one million member AFT.[97]

The New York City victory set the NEA in motion. At its 1962 Denver convention the following resolutions marked the NEA's official entry into collective negotiations, and the development of the concept of "professional negotiations:"

> The National Education Association insists on the right of professional association, through democratically selected representatives using professional channels to participate with boards of education in determination of policies of common concern including salary and other conditions for professional service.
>
> The Association believes that procedures should be established which provide an orderly method for professional education associations and boards of education to reach mutually satisfactory agreements.[98]

Almost immediately thereafter, two of the first professional negotiations agreements appeared in Denver and Champaign, Illinois. To counter the AFT's organizational drive, the NEA created the Urban Project to strengthen its position in the cities where NEA affiliates faced strongest competition from the AFT.

Today, competition between the NEA and the AFT occurs at local, state and national levels. The major burden of the competition in the context of collective negotiations, however, is being carried by local and state organizations rather than by the national parent bodies.

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[97] AFT, Convention Proceedings, 1962 (Abridged) (Chicago: AFT, 1962), pp. 150-151.

[98] NEA Proceedings, 1962, p. 394.

At the local level, representation elections have occurred at a significant rate over the past few years and will undoubtedly continue under the impetus of state legislation granting bargaining rights to public school teachers.[99] To date, the AFT has won the majority of contested representation elections both in and outside of the larger cities. Numbers of teachers covered by election victories have also favored the AFT. However, the number of teachers currently being represented by the two organizations under exclusive recognition clauses, which grant collective negotiation status to the organizations, favors the NEA, which has been unilaterally designated as representative by school boards in many systems where there is no AFT competition.

During the 1966-67 school year, approximately 600,000 teachers in the U. S. were working under a total of about 1500 "agreements" (at least, minimally, some form of written acknowledgement of the existence and recognition of a teacher organization in the district).[100] However, much of this coverage was under NEA state association affiliate "recognition only" or "recognition plus negotiation procedures" type memoranda or "agreements" with school boards. More significantly, however, only approximately 250,000 teachers are presently covered by some 400-plus substantive, bilateral, signed contracts with boards of education which contain salary schedules, grievance procedures, and clauses covering all manner of so-called "working conditions" and, perhaps, "professional" matters. In this all important category, the AFT's coverage is probably at least half of the quarter million total. This is a result of the fact that the NEA (and its state affiliates) have great strength throughout most of the country outside of the larger cities, while the AFT holds exclusive representational rights for teachers in such major metropolises of the U. S. as New York, Philadelphia, Detroit, Cleveland, Boston, Chicago, Washington, and Baltimore. The AFT's potentially greater strength in the larger districts has reduced significantly the differential between the two organizations in terms of number of teachers represented in "hard" bargaining relationships which result in comprehensive, bargained agreements. What strengths the NEA does have in terms of formal negotiation relationships lies primarily in those states where (usually outside the larger cities) it was strong enough to take good advantage of state legislation providing for teacher bargaining (for instance, Michigan, Wisconsin, Connecticut, etc.).

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[99] For "box score" on election confrontations, see American Teacher, Vol. 52, No. 2 (October, 1967), p. 8.

[100] See, Negotiations Research Digest, Vol. 1, Nos. 2 & 3 (Oct. & Nov.), 1967.

Why the New Militancy?

Why has the so-called "new militancy" and aggressive drive for organization and local district bargaining suddenly emerged in the 1960's? The "causes" are numerous and diverse; we will mention only a few:

1) First, of course, teachers simply desire more money and benefits, "a bigger share of the pie," which, they have just recently discovered, collective negotiations can, perhaps, deliver. Teachers want more money for themselves, and, as is often the case with boards, more money for education generally.

2) The percentage of males in the teaching force is increasing, and teachers of both sexes are better trained and prepared than ever before. Also, turnover among teachers is decreasing moderately. The great disparity in years of formal preparation which used to exist between rank-and-file teachers and administrators is no longer much in evidence. Many teachers are, without question, becoming increasingly "professionalized" in terms of training and career commitment, and want a larger voice in determining exactly how they will be allowed to go about the job of teaching.

3) In many school systems, teachers want a voice also in formulating the rules and policies of the bureaucracy which control their work lives. In addition, in many districts (in common with blue collar workers in private industry) teachers evidently feel that they need some way of protesting allegedly discriminatory application of the rules and policies which control their day to day existence.

4) Legislation, of course, granting bargaining rights to teachers is both a crucial cause and effect of the new teacher militancy.

5) Quite important also is the NEA/AFT rivalry, intensified by the desire of the larger labor movement to organize the white collar workers of this country.

6) The monumental problems of the big city school system are quite important as one traces the genesis of the movement for bargaining among teachers in the U. S. The drive really began, after all, in the early 60's in New York City where teacher dissatisfaction is (or at least was) simply much greater than in small town, rural, or suburban systems. The AFT successes in New York spurred the NEA and its affiliates to begin negotiating in many localities and, of course, the process is, to a certain extent, now self-sustaining.

7) Last, but not necessarily least, we seem to be living in what one commentator has characterized as "an age of political activism, in which collective action, demonstrations, and thrusts for power are both fashionable and effective."[101] The drive for teacher power undoubtedly derives strength from this cultural context.

Teacher Organizations and the Variability of Response

The procedures, processes and even basic assumptions underlying negotiation interaction between school boards and teachers or their organizations are anything but homogenous and uniform in the United States.

Many of the organizations vying for teacher allegiance in this country have somewhat differing views regarding the applicability to the schools of adversary procedures based on the assumption of conflict of interest.

Many National Education Association local and state affiliates manifest a deep-seated analytical or philosophical ambivalence and uncertainty regarding the applicability to schools of the basic assumptions of conflict and power which form in essence the theoretical and practical underpinning of collective bargaining. They are not so sure about the inevitable inherency, nature, and depth of conflict

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[101] D. Richard Wynn, "Policies of Educational Negotiation; Problems and Issues," Tri-State Area School Study Council Research Monograph (University of Pittsburgh, October, 1967), p. 4.

in the schools, are somewhat uncomfortable using the rhetoric of power and opposed interests to discuss the relationship of one segment of the educational fraternity vis-a-vis another, and are instinctively wary of collective bargaining as a suitable method for structuring the leader-led relationship within a school system. Being more specific about the uncertainties and variety of positions taken by the NEA affiliates with regard to these questions, one can distinguish at least three somewhat differing orientations and their practical consequences:

1) It is the view of some NEA state affiliates which have given thoughtful consideration to the question that adversary procedures which employ any significant number of the key elements of industrial bargaining[102] and which assume the existence of conflict are not appropriate for most school systems. Under this view, the well-ordered school system with a sophisticated superintendent and reasonable board does not manifest significant degrees of conflict; having all of the facts on the table to be discussed in an atmosphere of free communication among all concerned will result in consensus, agreement, and problem-solving to the mutual benefit or advantage of all concerned, without the necessity for compromise, concession-making, or conflict. Proponents of this position maintain that to make essentially adversary procedures available to school systems in any given state by legislation will result in the use of the procedures out of competitive necessity in many instances where unwarranted; the procedures, it is held, will then tend to become self-confirming in practice, that is, will result in the creation of unnecessary and dysfunctional conflict between administrators and teachers. The adoption of adversary procedures and the threat of the use of power may be necessary, in this view, only occasionally in districts with pathologically unreasonable or intractable administrations and boards. State legislation, if any, should be limited to requiring boards and administrators to communicate on an ongoing basis with teacher groups, and should leave wide leeway for flexibility and experimentation regarding the forms and procedures of interaction to be utilized by individual

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[102] See, generally, Volume II of this study.

school districts as they respond to their own unique sets of circumstances. In sum, this position alleges that problem-solving and consensus within the united profession and general amicability in relations with boards of education is much more frequently the reality of modern school life than conflict and compromise between and among teacher groups, boards, and administrations. The so-called "professional negotiations" statutes in California, Minnesota, Oregon and Washington best reflect this position.

2) A less mild orientation is exemplified by some state affiliates which, while still speaking of the united profession, common interests, and the promotion of cooperation, and eschewing the rhetoric of conflict and power, yet support passage of legislation considerably more rigorous and detailed than "professional negotiations" statutes. The Connecticut statute, e.g., while refusing the right to teachers to strike, and while leaving it to groups of teachers and administrators in any given school system to decide for themselves whether they will be included in a common unit or in separate negotiating units, nonetheless establishes procedures which have become essentially adversary in nature and which involve in their implementation at least some of the assumptions regarding the probability of significant conflict between different groups within the school organization.

3) A third recognizable stance within the NEA family—one, perhaps not of willing espousal initially but of adaptation to circumstances—is illustrated by the ability of the Wisconsin and Michigan Education Associations, for instance, to utilize and compete successfully under laws in those states which provide most of the salient features of industrial collective bargaining to the public sector, including school districts. Experience in these states has proved that while a state association may be reluctant to do so at the outset, it is evidently able, when circumstances demand, to adapt the organization's philosophy to a structure demanding essentially private-sector bargaining.

The position of the American Federation of Teachers is quite uniform and homogeneous and somewhat easier to characterize. The AFT accepts as a given the existence of significant conflict in the schools, declares the need of teachers for power to wield in that conflict, and sees collective bargaining on the industrial model as the appropriate means for gaining the power and handling the conflict. The AFT is in full support of the Wisconsin and Michigan type of legislation which makes available to teachers most of the key elements of bargaining as practiced in industry.

The story of the specific implementation and results of the varying philosophies and programs for local school district collective action in the decade of the 60's is told, in part, at least, in the succeeding volumes of this report.

PART TWO

I. INTRODUCTION

There is dramatic evidence that change is the order of the day in employer-employee relationships in public education in the United States. On a significant scale teachers and teacher organizations are seeking recognition and a more formal and powerful role in the processes of policy formulation and administrative decision-making in local school systems.

The essential goal of this drive for recognition is the joint determination of policies and practices traditionally considered the unilateral responsibilities of boards of education and school administrations. The vehicle often sought for this joint determination is collective negotiation at the local level between school boards or their representatives and the organizational representatives of teachers.

The current form of the teacher drive for recognition through local organization represents a new force on the educational scene. Teachers have long sought professional recognition--in part through organization. Teacher organizations have long been active in attempting to change and improve the conditions under which teachers are employed and must work. However, the drive for formal negotiating or bargaining privileges is new in education. Unlike earlier forms of teacher organization activity, the current emphasis on negotiations has its major impact at the local level. Legislative activity at state or national levels affecting the schools is often based on the consensus of the entire profession on broad issues, while local negotiations may serve to highlight differences in opinions or values among segments of the educational organization in connection with very specific issues.

Much has been written on the activities of the National Education Association at the state and national levels, but with the exception of the few instances in which sanctions have been applied against local school systems, little has been written on the activities of affiliates of the NEA or of state education associations at the local level. Similarly, the activities of some of the larger locals of the American Federation of Teachers have been exposed to public view, particularly through the press, but no study has been made of the activities of any great number of such locals.[1] In short, little of a broad and systematic nature is known about teacher organization-school board-school administration relationships at the local level. Clearly, such knowledge is crucial for the assessment of the progress made by the organizations to date in achieving their apparent objectives and as a benchmark against which to measure, at some future date, the extent, degree, and nature of change in employer-employee relationships in public education.

This report contains the results of a survey made in an attempt to provide some systematic knowledge about the current status of teacher organization-school administration-school board relationships at the local level. In effect, the survey measured the basic dimensions of such relations at a point in time. With the increasing incidence of activity in this area, it is clear that the results of the survey will be "dated" rather quickly and do not in any sense constitute a final and definitive determination of the nature of the phenomenon of teacher collective activity at the local level.[2]

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[1] Case studies have been made of teacher organization-school board relationships in a limited number of communities. See, e.g., James P. Steffensen, Teachers Negotiate with Their School Boards (Washington, D.C.: Office of Education, U.S. Department of Health, Education and Welfare, 1964).

[2] See Appendix A for a sample of the survey questionnaire.

Given the existence of over 25,000 operating school districts in the United States, an attempt to provide information on the present nature of relationships between teacher organizations and school management at the local level is an ambitious undertaking. Furthermore, in the absence of a uniform national policy, such as exists for employee-employer relationships in private industry, there is every reason to expect significant diversity in the basic elements of teacher organization-school management relationships.

The Elements Surveyed

An exhaustive survey, in a broad sample of the nation's school districts, of all the basic elements of collective bargaining as they are understood in the private sector would have entailed prohibitive costs. Focusing on only a basic few of these elements permitted use of a small questionnaire which was brief enough to encourage a high response level. While a lengthier questionnaire would have provided additional useful information, it was judged that the response level might have dropped to a point at which the study's validity as a gross measure of the nature and extent of teacher collective activity across the U.S. would have been seriously impaired.

Three elements of teacher organization-school board relationships were chosen for inclusion in the survey questionnaire: 1) organization and recognition; 2) structure and procedures for collective interaction or negotiation relationships; and, 3) instances of impasse or persistent disagreement not resolved through the normal negotiation process. In addition, copies were requested of any and all written documents or policy statements relating to teacher organization-school management relationships at the local level. Such documents, it was felt, would provide more detailed information on the basic elements included in the questionnaire and shed at least some light on aspects of the relationships which were not, for reasons of simplicity, covered in the questionnaire.

The Question of Diversity

In order to make the questionnaire of manageable size, it was necessary to sacrifice some desirable detail.

In the area of organization, four alternatives were identified:

1) affiliate of state or National Education Association,
2) affiliate of the American Federation of Teachers,
3) independent organization not affiliated with either the NEA or the AFT,
4) no organization at the local level.

It was not felt necessary to differentiate local teachers' organizations on the basis of their affiliation with the state as opposed to the National Education Association. Some confusion does seem to have arisen out of this decision. A few respondents classified local education associations not directly affiliated with the National Education Association as independent organizations. The use of the phrase "local teachers' organization" also gave rise to some unanticipated interpretations. Some respondents indicated no local organization in their district but also indicated elsewhere in the questionnaire that a teachers' organization, presumably a county or other organization with a constituency larger than the individual district, was active in representing teachers.

A single question in the survey attempted to determine the number of districts wherein one teacher organization was recognized as the "exclusive representative of all teachers in any negotiating unit." As anticipated, it was clear from the responses that, as interpreted by the respondents, "exclusive recognition" in the educational context does not imply the same institutional position or rights as it does in the private sector. As we shall see later, this item actually determined those districts in which only a single, or sole, organization was in fact recognized and engaging in some form of negotiating or bargaining activity with the administration or board.

With respect to structure, an attempt was made to define a limited number of relationship forms under which all or almost all types of school board-school administration-teacher organization interactions could be included. Apparently this effort was reasonably successful, since only a very few respondents (less than 2% of all those who indicated active teachers' organizations in their district) failed to identify any of the four types as describing practice in their systems. Some respondents did, however, indicate that more than one of the types prevailed in their system. Of the four structural models eventually included in the questionnaire, two represented informal or non-bargaining types of interaction while the other two denoted relatively more formal or "true" negotiation types of relationship. In each of these two categories, a basic distinction was made between those situations in which the superintendent was the agent with which the teacher organization dealt and those situations in which the organization interacted directly with the board of education. Figure 1-1 on the following page illustrates these structural models along the formal-informal and superintendent-board dimensions; these descriptive terms were those used by the authors to identify the types and did not appear in the questionnaire.[3]

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[3] It should be noted that, for reasons of economy and practicality, the survey questionnaire was sent to, and completed by, the administration of each responding district. It may be contended that this necessarily introduced bias into the evaluation of the nature of the relationship between the school management and the teacher organization. For example, in some

FIGURE 1-1

STRUCTURAL TYPES

	Superintendent	Board
Informal	A. Consultation	B. Testimony
Formal	C. Superintendent Negotiations	D. Board Negotiations

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cases, the administrative officer making the judgment may have had negative attitudes toward the interaction process because of real or perceived inroads on his autonomy and authority and might thus have been inclined to discount (or overestimate) the importance of the relationship. Or a superintendent who believes in involvement of his teachers in decision-making may have, in some cases, attributed more than deserved significance to the "negotiation" activities of the teacher organization in his district. Again, simple animosity toward an organization may have resulted in the denigration of its role. However, no obvious pattern of bias on this point is evident in the data, and it seems quite likely that the tendency to over-estimate and the tendency to underestimate the "bargaining" or "negotiating" significance of various relationships may have cancelled each other out.

"Consultation" was defined, in part, in the questionnaire as sporadic meetings between leaders of the teacher organization and the administration for the purpose of discussing matters of mutual interest, but without any active or sustained attempt by the organization to represent the teachers on questions of salaries and/or working conditions.

"Testimony" was defined as an effort by the teacher organization to present teacher views on salaries and working conditions largely through appearances and presentations (not negotiations) at regular board meetings. This choice offered the possibility of occasional meetings between the superintendent and teacher organization representatives but not for the purpose of developing mutually acceptable recommendations to be taken before the board.

"Superintendent negotiations" was defined, in part, as meetings between the superintendent (or his representative) and the teacher organization for the express purpose of developing mutually acceptable proposals on salaries and/or working conditions for submission to the board.

"Board negotiations" was defined, in part, as meetings, from the outset of negotiations, between representatives of the teacher organization and the board (or a committee including at least some board members) for the express purpose of developing mutually acceptable policies on salaries and/or working conditions.

On the final basic element, "impasse," the only information sought was whether or not persistent disagreement between the parties sufficient to require a process or procedure other than normal negotiation had ever existed in the system, and whether such disagreement had necessitated or encouraged participation by parties outside the relationship. It was not deemed feasible to attempt to determine the issue or issues which produced the impasse, or to get a more detailed picture of the impasse resolution process actually employed. These matters have since been made the subject of a separate research project.

The Sample

The choice of a sample for the survey was dictated by a number of considerations. The sample had to be large enough to permit adequate coverage of school systems of significant size in all states. Both the size and the location of a school district in terms of area and state could be expected, *a priori*, to have some significance for the nature of school management-teacher organization relationships. Informal relationships were expected to be more prevalent in small districts, in areas such as the South where collective bargaining and unionization in the private sector are limited, and in states where public policy is hostile or at least not explicitly favorable to formal negotiating relationships for public employees generally. Similarly, formal relationships were expected to be more prevalent in large urban areas, in heavily industrialized and unionized areas, and in states where the law encourages collective relationships among public employees. Counter to these pressures for a large sample were the usual practical considerations of cost and manageability which dictated a more limited sample.

The ultimate sample included a total of 6,023 school systems--all those which had an enrollment as of the 1963-64 school year of 1,200 or more. This size cutoff was dictated by the nature of the statistical classifications used by the NEA. The 6,023 districts represent the seven largest size strata as defined by the NEA and used in their research activities. Addition of any smaller size groups would have increased the size of the survey out of proportion to the usefulness of the information elicited from very small districts (Table 1-1), and the elimination of any of the classes used would, in the eyes of the organizations, have eliminated a significant number of formal relationships and teacher negotiation agreements. The 6,023 systems surveyed employ a large majority of the nation's classroom teachers. The 5,000 largest urban systems alone employed 68% of all teachers in 1961-62,[4] and the sample used in this study includes the 6,000 largest urban and non-urban systems.

TABLE 1-1

SIZE DISTRIBUTION
SAMPLE OF SCHOOL DISTRICTS

Stratum	Pupil Population	# Districts	% of Sample
1	100,000 and over	21	.4
2	50,000-99,000	48	.8
3	25,000-49,999	73	1.2
4	12,000-24,999	301	5.0
5	6,000-11,999	756	12.6
6	3,000-5,999	1,587	26.3
7	1,200-2,999	3,237	53.7
Total	1,200 and Over	6,023	100.0

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[4] James P. Steffensen, Personnel Administration in Urban School Districts, 1961-62 (Washington, D.C.: Research Division, National Education Association, 1963), p. 7.

Clearly, the exclusion of the very small system may tend to overstate the extent of formal collective activity at the local level as it actually occurs in the total of approximately 25,000 operating school districts in the United States. However, given the distribution of teacher employment and the perceptible trend toward larger school districts through consolidation, it is doubtful whether this bias has much practical significance.

The Response

Two mailings were made to the sample of school districts. Slightly over 50% of the 6,023 school systems responded to the initial contact. The second mailing, made approximately two and one half months after the initial one, elicited sufficient response to bring the total response level to approximately 70% of the sample.

As was expected, there were some clear patterns in the distribution of the returns. In general, the response level was higher for the larger systems (Table 1-2). There were also marked differences in the response level by geographic area[5] (Table 1-3) and by individual state. The lowest statewide response level was 33% (Mississippi) and the highest was 100% (Hawaii and North Dakota). A total of five states, all in the South, had response levels below 50%. Fourteen states had response levels of 80% or higher.

Again, the overrepresentation of the larger systems and underrepresentation of systems in the South, particularly the smaller systems, may tend to exaggerate the extent of collective activity generally.

The broad request for written documents produced over 750 such documents. Documents from virtually every category alluded to in the

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[5] Appendix B contains a grouping of the states by geographic area as defined by the Bureau of the Census.

TABLE 1-2

RESPONSE LEVEL BY SIZE GROUP

Stratum	# Systems	# Responses	% Response
1	21	14	67.7
2	48	47	97.9
3	73	69	94.5
4	301	257	85.4
5	756	587	77.6
6	1587	1045	65.8
7	3237	2289	70.7
Total	6023	4308	71.5

TABLE 1-3

RESPONSE LEVEL BY CENSUS AREA

Area	# Systems	# Responses	% Response
New England	461	310	67.2
Mid-Atlantic	1178	890	75.6
So. Atlantic	683	389	57.0
E. So. Central	482	262	54.4
W. So. Central	521	280	53.7
E. No. Central	1368	1082	79.1
W. No. Central	453	370	81.7
Mountain	257	224	87.2
Pacific	620	501	80.8
Total	6023	4308	71.5

original request (Appendix A) were received, as well as some not anticipated when the request was worded. Documents received can be divided into three general categories:

1) those which include among their provisions statements dealing with district policy on organization and recognition, the structure of negotiations, or impasse resolution in negotiations with teachers' organization(s) and those containing, possibly, substantive terms and conditions covering the employment relationship,
2) those confined to a grievance procedure for individual teachers,
3) those dealing with employment policies but without reference to a definite role of a teacher organization in the formulation or adoption of those policies.

A total of 419 of the documents received fell within category 1.

The distribution by size of school system of the 419 documents concerned with recognition, structure, or impasse is presented in Table 1-4. As was true of responses in total, the documents in this category also came somewhat disproportionately from the larger systems and from areas outside the South (Table 1-5). Furthermore, within each of the areas in which there were any significant number of documents it is possible to identify individual states which contributed heavily to the total. The reasons underlying this uneven distribution will be dealt with in some detail when the content of these documents is analyzed. In general, however, it appears that the law in these states and the strength of the teacher organization(s) are the major factors underlying the observed pattern.

TABLE 1-4

DISTRIBUTION OF TEACHER NEGOTIATION AGREEMENTS BY SIZE OF DISTRICT

Stratum	# Responses	# Documents	Documents as % of Responses
1	14	4	28.6
2	47	6	12.8
3	69	9	13.0
4	257	55	21.4
5	587	92	15.7
6	1045	112	10.7
7	2289	141	6.2
Total	4308	419	9.7

TABLE 1-5

DISTRIBUTION OF TEACHER NEGOTIATION AGREEMENTS BY GEOGRAPHIC AREA

Area	# Responses	# Documents	Documents as % of Districts
New England	310	35	11.3
Mid-Atlantic	890	60	6.7
So. Atlantic	389	7	1.8
E. So. Central	262	0	0.0
W. So. Central	280	5	1.8
E. No. Central	1082	122	11.3
W. No. Central	370	19	5.1
Mountain	224	18	8.0
Pacific	501	153	30.5
Total	4308	419	9.7

The 419 written documents relating to collective negotiations in education and the 4,308 usable questionnaire returns form the basis of the following analysis of the incidence and nature of teacher organization-school board-school administration relationships. For the most part, the analysis will be focused on policy and practice in the three areas identified in the questionnaire. This will be supplemented with some treatment of the content of the received documents.

II. ORGANIZATION AND RECOGNITION

The existence of a teacher organization which is active at the local level is the broadest and least exacting measure of collective activity and organizational strength. The actual extent of such current organization is an important measure of the potential--both of all organizations and of individual organizations--for collective negotiations at the local level in the near future. At the other end of the scale of possible measures of organizational strength is the existence of formal recognition of a teacher organization as exclusive representative of all teachers in a local school district. Such recognition is a primary goal of employee organizations in the private sector and represents a major step toward institutional security.

Organization

Of the 4,308 school districts responding to the questionnaire, only 323 either indicated that there was no local teacher organization in the district or failed to check any of the four choices with respect to active organizations at the local level. Thus, fewer than 10% of the respondents were faced with no active teacher organization in the local school system. As is to be expected, 84% of these 323 districts were in the two smallest size groups and 68% in the smallest. This category was also somewhat overrepresented in the South, particularly in the South Central States.

Affiliates of the National Education Association or of state education associations (henceforth referred to as affiliated education associations) were reported in a total of 3,747 districts or 86.9% of the districts responding. Affiliates of the AFT were reported as active in 380 or 8.8% of the responding districts. Independent organizations were reported in 411 or 9.5% of the 4,308 districts.

A total of 3,465 or 80.4% of the districts indicated that only one organization existed in the district. Among these, districts in which only an affiliated education association was active were an overwhelming majority. The distribution of districts by type and number of active organizations is given in Table 2-1.

TABLE 2-1

DISTRIBUTION OF RESPONDING DISTRICTS BY NUMBER AND TYPE OF TEACHER ORGANIZATIONS

Organization(s)	# Districts	% of All Districts
NEA only	3235	75.1
AFT only	17	.4
Independent only	213	4.9
NEA and AFT	322	7.4
NEA and Independent	157	3.6
AFT and Independent	8	.2
NEA, AFT, and Independent	33	.8
No active organization	323	7.5

There is a definite relationship between size of school district and the number of active teacher organizations. Only 7% of the districts in the first size group reported a single organization in their district as opposed to 84.5% of the districts in stratum 6 and 83.8% of the districts in stratum 7. The distribution of organizational status by size of school districts is given in Table 2-2.

TABLE 2-2

DISTRIBUTION OF ORGANIZATIONAL STATUS BY SIZE OF SCHOOL DISTRICT

	Single Organization		Multiple Organization		No Organization	
Stratum	#	%	#	%	#	%
1	1	7.1	13	92.9	0	0
2	28	59.6	18	38.3	1	2.1
3	36	52.2	29	42.0	4	6.8
4	165	63.5	79	30.7	13	5.1
5	438	73.6	115	19.6	34	5.8
6	882	84.5	112	10.7	51	4.9
7	1915	83.7	154	6.7	220	9.6
Total	3465	80.4	520	12.1	323	7.5

There were also marked differences in the frequency with which various organizations were reported as being active within size groups. Educational associations exist in over 90% of all districts in every size category except the smallest. The strength of AFT representation declines markedly with decreasing size of school districts (Table 2-3).

There are also inter-area differences in the relative representation of the two major organizations. As is to be expected, the AFT is represented in only a very limited percentage of school districts in the three geographic areas in the South (Table 2-4) and in the Mid-Atlantic States. In

TABLE 2-3

DISTRIBUTION OF TYPE OF ORGANIZATION BY SIZE OF SCHOOL SYSTEM

	NEA		AFT		Independent	
Stratum	#	%	#	%	#	%
1	14	100.0	11	78.6	5	35.7
2	45	95.7	16	34.0	7	14.9
3	64	92.8	28	40.6	3	4.3
4	237	92.2	78	30.4	12	4.7
5	530	90.3	101	17.2	45	7.7
6	952	91.1	81	7.8	80	7.7
7	1905	83.2	65	2.8	259	11.3
Total	3747	87.0	380	8.8	411	9.5

TABLE 2-4

DISTRIBUTION OF TYPE OF ORGANIZATION BY GEOGRAPHIC AREA

	NEA		AFT		Independent		No Organization	
Area	#	%	#	%	#	%	#	%
New England	288	92.9	36	11.6	27	8.7	5	1.6
Mid-Atlantic	749	84.2	46	5.2	140	15.7	46	5.2
So. Atlantic	357	91.8	14	3.6	21	5.4	23	5.9
E. So. Central	225	85.9	5	1.9	26	9.9	27	10.3
W. So. Central	227	81.1	2	.7	34	12.1	40	14.3
E. No. Central (Great Lakes)	893	82.5	142	13.1	102	9.4	133	12.3
W. No. Central	341	92.2	44	11.9	30	8.1	14	3.8
Mountain	198	88.4	22	9.8	12	5.4	19	8.5
Pacific	469	93.6	69	13.8	19	3.8	26	5.2
Total	3747	87.0	380	8.8	411	9.5	323	7.5

only one of these four areas, however, does the NEA enjoy representation in a larger percentage of school districts than it does nationwide. In all but the South Atlantic States of these four areas, independent organizations or "no organization" appear to prevail at the expense of both major organizations.

While the affiliates of the two organizations at the local level do tend to move together in relative representation within geographical areas and in many cases within individual states, the absolute differences in level of representation between the two should not be ignored. Affiliated education associations are not only active in a much larger number of districts nationwide and by individual geographic areas but enjoy an even greater advantage in terms of the number of districts in which they are the only organization. Affiliated education associations possess a monopoly in a total of 3,235 of the 4,308 responding districts as opposed to the 17 monopolies for AFT locals. NEA affiliated organizations were free from AFT competition in a total of 3,392 districts, while AFT locals were free of competition from NEA affiliates in only 25 districts.

Formal Policy on Organization Membership

Basic to private sector labor relations is the right of employees to join or refrain from joining any organization at their discretion. This right is protected by the National Labor Relations Act and by comparable state labor codes. The right of teachers, as public employees, to join employee organizations without interference from, or coercion by, their employer has received protection under law in a number of states. Unlike the private sector law, however, this right is not widely supported by governmental enforcement machinery. In the absence of such machinery in most states, and given the absence of any statutory protection of the right of free choice in some states, the question of employer coercion has become a significant issue in the competition between the AFT and the NEA.

Both organizations have adopted policies at the national level which support or assert the right of free choice. This right has also been supported by local school district policies in a number of communities. It has, however, also been compromised by formal school district policy in some jurisdictions. Although no attempt was made in the survey to solicit information concerning school district policies on teacher organizations per se, the number of documents received (over 700) does permit some preliminary analysis of local policy as to free choice.

Over 100 policies were received which embodied provisions protecting the right of teachers to join employee organizations without coercion from their employer or supervisor. The majority of these policies came from school districts in California and, for the most part, reflect legislation which guarantees the right of free choice to all categories of public employees under the state's jurisdiction.

The largest number of these policies contain provisions along the following lines:

> Pursuant to Section 3507 of the California Government Code, it is the policy of the ___________ School District that employees are recognized as free to join or not join employee organizations of their own choice. Decisions affecting the individual employee will be made without regard to membership or non-membership in such organizations.

Similar provisions have also been included in a number of agreements negotiated between teacher organizations and school boards. A sample of these should suffice to represent their content:

1) No teacher shall, in any way, be discriminated against or in any way adversely treated or affected, for membership in the [organization].

2) Membership in any teachers' organization is at the choice and desire of the individual teacher. No person shall coerce or treat in a prejudicial manner any teacher because of, or for lack of, membership in these organizations.

3) . . . no member of the faculty . . . shall be discriminated against because of belonging, or not belonging, to any organization except one whose political activities are subject to totalitarian control. No member or prospective member of the faculty shall be propagandized concerning the advisability of joining, or not joining, any organization by anyone in an administrative or supervisory position.

4) It is agreed that the Superintendent and all other employees who serve in an administrative capacity shall refrain from the soliciting of membership for any teachers' organization, either by the distribution of cards or literature or by personal contact with the members of the faculty.

5) No member of the faculty . . . shall be discriminated against because of membership or lack of membership in the [organization]. No teacher shall be propagandized against joining the [organization] by any person in a supervisory or administrative capacity.

The [organization] may, through its members, solicit by professional standards, membership of classroom teachers. No teacher, who is not yet a member of the [organization] shall be discriminated against because of his non-membership, nor shall he be propagandized into joining the [organization]. The intent is that membership in the [organization] should be solicited on the true merits of the organization.

Of course, the absence of provisions such as these in local policy documents does not necessarily indicate that the right of free choice does not exist. Practice in a district or state law or public policy may be a sufficient guarantee.

There is, however, evidence that rights of free choice have been qualified by local policy in some school districts. The nature of this qualification ranges from simple exclusive or favorable listing of one organization in a teachers' manual to more definite statements. Again, a sample of such provisions should be sufficient to give an indication of the phenomenon:

1) Staff members are eligible to join the following organizations: [local, area, state, and national education associations] .
2) For many years the teachers of the District have supported the [national, state, and local education associations] through membership. The continuance of this practice is strongly recommended.
3) It is a matter of local pride that the schools of _________ held a 100% membership in the National Education Association this year for the 39th consecutive year. We hope this record can be maintained in the future.
4) The superintendent and the local Teachers Association urge all members of the staff to not only join these organizations but having joined to participate actively in their work.
5) The board believes that one of the marks of a good teacher is her interest in the educational association of the profession and that teachers should be encouraged to maintain an active membership in these associations . . .
6) Eligibility to attend meetings of state and national professional

organizations shall be based upon professional interest and leadership in position of local affiliation.

7) All vacancies in teaching and administrative positions in elementary, junior high, and senior high schools in ________ shall be filled by members of the [organization] when such candidates are available.

8) AFT or other unionization will be welcome in the district only with the approval of the ________ Education Association and the Board of Education.

Despite the length of this list, such provisions were not widespread among the policies which constituted the sample. The majority of the documents received were silent as to organization membership. Within the minority group which contained provisions on membership, the largest proportion sustained free choice. However, if the California policies are excluded from consideration, the balance between restrictive and open policies on organization membership becomes nearly equal.

With regard to local practice, the AFT has charged that administrators often serve as strong and effective recruiters for the NEA. This charge cannot be confirmed or denied on the basis of any of the data available from this survey.

The restrictive policy statements of the sort noted come, in most cases, from districts in which there is only one organization active at the local level. The barriers created by such policies would thus seem to be to the appearance of new organizations in the district rather than to the survival of existing organizations.

Recognition

There is considerable evidence that both of the major teacher organizations have come to accept and advocate exclusive recognition as part of their programs of collective negotiations at the local level. The AFT has, of course, long espoused the principle of exclusive recognition. The NEA, while it has not fully embraced this concept in its formal national policy, has apparently incorporated it into its program of professional negotiations in practice in a number of areas. This has been particularly true in those situations such as Milwaukee, Detroit, and Philadelphia where local education associations have actively engaged locals of the AFT in representation contests.

It is also true that both organizations are at the present time attempting to formalize their positions in local school districts. Part of this effort is devoted to securing written documents which provide at a minimum some formal basis for recognition of the organization by the board of education. The written agreement has been clearly accepted by both organizations as part of their programs for local collective negotiations.

Exclusive Recognition

Before presenting and analyzing the results of the survey on this dimension of organization, some qualifying remarks are necessary. Even a superficial reading of the written documents submitted indicates that there are a large number of alternatives to exclusive recognition which have appeared in education; these fall short of exclusive recognition but do imply some significant degree of institutional security. In light of the number and diversity of these alternatives, it is clear that exclusive recognition is an extremely rigorous and limited criterion of the strength of local teacher organizations, just as the existence of an organization is a broad and undemanding standard.

More important, there is evidence that the rigor of the "exclusive recognition" criterion was diluted by the interpretation given that phrase by the respondents. In many cases, it appears that the phrase was interpreted literally, i.e., to mean that only one organization was in fact recognized in the district regardless of the nature of that recognition and regardless of the possibility that other organizations could also qualify for recognition under existing policies. It is clear that "exclusive representation" as interpreted by a majority of respondents was understood to include: a) many systems in which only one organization is active, b) systems in which only one organization has secured recognition, other organizations having failed to do so despite their existence in the district, and c) those systems in which only one organization can achieve and has achieved recognition out of any number which may exist. Only this latter category, of course, is implied by the technical meaning of "exclusive recognition" as used in the private sector. The intent of the question on exclusive representation was to isolate those instances in which a single teacher organization was explicitly recognized as the exclusive representative of all teachers. However, it was not possible to differentiate affirmative responses to the question on the existence of exclusive recognition which represented nothing more than the existence of de facto, sole recognition from those responses which were sensitive to the more technical and limited (private sector) interpretation of the phrase. Despite this difficulty, the survey results on this question are worth presentation and analysis as a more exacting measure of organizational strength than the mere existence of a local organization.

Of the 4,308 respondents, 2,163 or 50.2% reported that an affiliated education association, a local of the AFT, or an independent organization held "exclusive recognition" in the district. Education associations held "exclusive recognition" in a total of 1,888 districts, locals of the AFT in 30 districts, and independent organizations in 245 districts.

"Exclusive recognition," as understood by the respondents, was more prevalent in the smaller districts (Table 2-5). This undoubtedly reflects the greater incidence of monopoly situations in these districts, as there is some indication that formal exclusive recognition in the more limited technical sense may be somewhat concentrated in larger districts.

TABLE 2-5

DISTRIBUTION OF "EXCLUSIVE RECOGNITION" BY SIZE OF SCHOOL DISTRICT

Stratum	# Responses	# "Exclusive Recognition"	"Exclusive Recognition" as % of Responses
1	14	6	42.85
2	47	10	21.30
3	69	21	30.40
4	257	95	37.00
5	587	277	47.20
6	1045	557	53.30
7	2289	1197	52.30
Total	4308	2163	50.20

There are some important, if not surprising, differences in the strength of the two major organizations by this measure. Affiliated education associations have a clear absolute advantage over locals of the AFT with respect to "exclusive recognition." Slightly over half of all the affiliated education associations reported by respondents as being active locally enjoyed "exclusive recognition" (as broadly defined by respondents), while less than 10% of the AFT locals reported enjoyed this status. These percentage figures, particularly the one for the education associations, are undoubtedly biased upward given the concentration of non-respondents in the South. Despite this probable bias, the difference in the percentage figures must be regarded as significant.

There are also marked differences in the distribution of the districts in which the two organizations hold so-called "exclusive recognition" (Tables 2-6 and 2-7).

TABLE 2-6

DISTRIBUTION OF "EXCLUSIVE RECOGNITION" BY SIZE OF DISTRICT AND GEOGRAPHIC AREA: AFFILIATED EDUCATION ASSOCIATIONS

Area	Size							Total	
	1	2	3	4	5	6	7	#	%
New England				7	17	50	98	172	9.1
Mid-Atlantic			1	5	51	128	264	449	23.8
So. Atlantic	1	4	8	16	32	52	43	156	8.3
E. So. Central		2	1	4	25	36	44	112	5.9
W. So. Central		1	1	6	12	18	29	67	3.5
E. No. Central	1		2	11	41	100	258	413	21.9
W. No. Central			2	9	14	31	110	166	8.8
Mountain		2	3	10	12	26	66	119	6.3
Pacific			2	21	45	54	112	234	12.4
Total	2	9	20	89	249	495	1024	1888	100.0
% of All E. A. Recognized	.1	.5	1.1	4.7	13.2	26.2	54.2	100.0	

TABLE 2-7

DISTRIBUTION OF "EXCLUSIVE RECOGNITION" BY SIZE OF DISTRICT AND GEOGRAPHIC AREA: AFT AFFILIATES

Area	Size							Total	
	1	2	3	4	5	6	7	#	%
New England					1		1	2	6.7
Mid-Atlantic	2				1		1	4	13.3
So. Atlantic								0	0.0
E. So. Central								0	0.0
W. So. Central							1	1	3.3
E. No. Central	2			1	3	6	3	15	50.0
W. No. Central					1	1	3	5	16.7
Mountain					1		2	3	10.0
Pacific								0	0.0
Total	4	0	0	1	7	7	11	30	100.0
% of All AFT Recognized	13.3	0	0	3.3	23.3	23.3	36.7	100.0	

In terms of district size, the strength of affiliated education associations with respect to "exclusive recognition" seems to lie more heavily in the smaller districts than does the strength of AFT locals. Over half of all the districts in which education associations hold "exclusive recognition" were in the smallest size group as opposed to 37% of AFT "exclusive recognitions." Approximately 80%

of all the districts in which affiliated associations held "exclusive recognition" were in the smallest two size categories. Interestingly enough, approximately 60% of all districts in which AFT locals held "exclusive recognition" were in the same two categories. Neither organization, by this measure, has displayed any great strength in those districts in size groups 2-4.

By the modified "exclusive recognition" measure, the NEA and its affiliates seem particularly strong in three areas--the Mid-Atlantic States, the East North Central States, and the Pacific States. This conforms fairly well with what is known of the strength of the various state associations and their interest in negotiation activity at the local level. In the Mid-Atlantic States, the New Jersey Education Association is a particularly strong one, and its affiliates were reported to hold "exclusive recognition" in over 50% of the responding districts from that state. On the Pacific Coast, both the California and Washington state education associations are strong and active. In California, education associations were reported as holding so-called, de facto "exclusive recognition" in almost 45% of the responding districts. In the state of Washington, almost two-thirds of the responding districts reported that an education association held "exclusive recognition."

The situation in the East North Central States (Great Lakes) is more complex. Both organizations hold much of their relative strength in this area, and the states which comprise this area show a mixed pattern. Education associations enjoy "exclusive recognition" in large numbers of districts in all the states except Illinois (where the AFT is strongest), with particular strength evident in Ohio and Wisconsin (over 40% of all responding districts).

Formal Recognition

For purposes of reporting the results of this survey, "formal recognition" is distinguished from any form of de facto recognition by the existence of a written policy in the school district which explicitly provides for the recognition of one or more teacher organizations.

Among the written documents submitted in response to the request which accompanied the questionnaire, 419 were classified as providing some basis in writing for the recognition of a local teacher organization. All of these 419 documents represent policies of boards of education, whether in the form of motions passed and recorded in the minutes of board meetings, statements made in the official policy manual of the district, or formal jointly signed agreements between the board and a teacher organization.

In 181 of the policies, recognition took the form of an explicit statement which granted some form of recognition to a specifically named teacher organization as is the case in private industry. Such statements were embodied in the minutes of the board of education or the written policies of the board regarding relationships with teacher organizations, professional involvement in policy formulation, or the development of salary schedules.

Another 117 policies conveyed recognition implicitly through some form of written commitment to meet with or cooperate with a specifically named teacher organization. This commitment took a number of forms. One of the more prevalent was a statement in the introduction to a set of procedures for board-teacher organization relationships to the following effect:

> It is recognized that the best interests of public education will be served by establishing procedures to provide an orderly method for the board of education and representatives of _______ to discuss matters of common concern and to reach a mutually satisfactory agreement on these matters. Therefore, the board of education hereby adopts the procedures which follow . . .

A second prevalent form of such a commitment to deal with a teacher organization was through the establishment of a joint committee of board of education, school administration, and faculty personnel. Recognition in such situations arises from the fact that a specific teacher organization (or organizations) enjoys some rights or position with respect to the faculty representation on such a committee, usually through one of the following devices: 1) the president (or a larger group of officers) is automatically a member of the committee; 2) all members of the committee must be members of a given organization (used where members are elected by the teaching staff); or, 3) faculty representatives are appointed by the teacher organization.

Finally, without this group of 117 documents, the commitment to deal with teacher organizations can be inferred from the existence of a mutually signed agreement on salaries and/or working conditions or the existence of board policies on these matters which explicitly cite the role of a teacher organization in their formulation and adoption.

The remaining 121 documents among the 419 policies which were classified as providing some basis for formal recognition of a teacher organization establish requirements for formal recognition by the board of education which, when met, entitle an organization to represent teachers. Twenty-one of these policies established majority status as a prerequisite for recognition; the remainder established less stringent requirements under which more than one organization could in theory qualify for recognition.

Using these 419 documents as the measure of "formal" recognition, affiliated education associations hold some recognition in 398 districts and locals of the AFT in 50 districts. In two systems, both hold recognition but under separate documents, and in another 29 districts both organizations hold recognition under a single policy.

These policies providing "formal" recognition are heavily concentrated in two geographic areas--the Pacific States and the East North Central States (Table 2-8) They are also concentrated towards the bottom of the size scale. Affiliated education associations appear to enjoy their greatest strength in small districts,

TABLE 2-8

DISTRIBUTION OF RECOGNITIONS BY SIZE OF SYSTEM AND AREA: NEA AND AFT

	SIZE							
AREA	1	2	3	4	5	6	7	Total
NEA			1	6	2	12	12	33
AFT			1	2	2	0	0	5
Total New England:			2	8	4	12	12	38
NEA	0			1	18	16	23	58
AFT	2			1	0	0	0	3
Total Mid-Atlantic:	2			2	18	16	23	61
NEA	1	1	2			1	2	7
AFT	0	0	0			0	0	0
Total So. Atlantic:	1	1	2			1	2	7
NEA								0
AFT								0
Total E. So. Central:								0
NEA		1		1		3		5
AFT		0		0		0		0
Total W.So. Central:		1		1		3		5
NEA	0		2	11	25	31	39	108
AFT	1		1	6	7	6	3	24
Total E.No.Central:	1		3	17	32	37	42	132
NEA		1		2	2	4	10	19
AFT		0		0	0	0	2	2
Total W.No. Central:		1		2	2	4	12	21
NEA		2	1	2	2	6	3	16
AFT		0	0	0	0	1	1	2
Total Mountain :		2	1	2	2	7	4	18

TABLE 2-8
(Continued)

AREA		SIZE 1	2	3	4	5	6	7	Total
	NEA		1	6	28	36	32	49	152
	AFT		0	3	7	3	1	0	14
Total Pacific	:		1	9	35	39	33	49	166
	NEA	1	6	12	51	85	105	138	398
	AFT	3	0	5	16	12	8	6	50
TOTAL		4	6	17	67	97	113	144	448

while the union's strength again appears to be in larger districts. Almost one-half of all the union's "formal" recognitions are in the East North Central States and particularly in Illinois, although they have gained "formal" recognition in some districts in Wisconsin under the relevant legislation. Education associations have secured formal recognition in a significant number of districts in New England, the Mid-Atlantic States, the East North Central States, and the Pacific States. In all of these areas except the East North Central States, it is possible to identify individual states which provide the bulk of the formal recognitions. In New England, Connecticut is the state in which education associations hold the largest single number of formal recognitions; the same is true of New Jersey in the Mid-Atlantic States, and of California and Washington in the Pacific States.

The Nature of Formal Recognition

Recognition as embodied in these documents ranges from full exclusive recognition in the technical, private sector sense, as is the case in New York City, to mere recognition of the existence of the organization.

Within this range, it is possible to identify at least five general categories of recognition. These categories are perhaps best defined through the wording of the policies themselves.

1) Basic recognition of the existence of the organization, e.g.,
    a) "a vehicle for teacher expression"
    b) "a proper agency to represent teachers"
    c) "an official organization"
2) Recognition as representative of its members or other specified groups, e.g.,
    a) "representative of its members"
    b) "representative of a substantial number of licensed personnel"
    c) "representative of all certified personnel who have designated or will designate the association as their representative"

3) Recognition as representative of the majority, e.g.,
    a) "representative of the majority of the teaching staff"
    b) "a vehicle for the expression of the opinion of a majority of the teaching staff"
4) Recognition as a privileged organization, e.g.,
    a) "the official spokesman for the teaching staff"
    b) "the official representative group"
    c) "the agency through which the teachers formulate and present their considered opinions"
5) Recognition as exclusive representative, e.g.,
    a) "permanent bargaining agent for all teachers"
    b) "exclusive and official negotiating representative for the professional staff"
    c) "exclusive bargaining agent"
    d) "the representative of all personnel employed, or to be employed, by the Board"
    e) "the organization which shall participate in negotiations"

Under all but the last of these categories, more than one teacher organization can achieve recognition and, in fact, there are systems with policies in all of the categories but the last in which more than one organization has been recognized. It is in this respect that categories IV. and V. (potential for multiple recognition) which appear to be similar, are to be differentiated. Those recognition statements which comprise category IV. provide privileges short of exclusive bargaining rights, i.e., formal (written) recognition of , e.g., a minority organization is possible without repudiation of the terms of the formal recognition granted the favored organization.

A number of these 419 formal recognition statements specifically deny exclusive recognition. Some such statements made this denial absolute through the use of clauses such as the following:

> . . . no organization or person can be lawfully designated to act as the sole bargaining agent for employees of the district.

Other policies accomplished much the same in a more indirect manner through statements to the effect that recognition of one organization does not preclude recognition of other organizations which have employee representation in their membership.

Even in those policies which envision or grant exclusive recognition based on majority status, such recognition is often tempered by provisions regarding the rights of minority or non-recognized organizations. Bulletin 85 of the Connecticut State Board of Education contains an example of such a provision:

> Prior to reaching a final decision on matters under negotiation the board should provide opportunity for any teacher, group of teachers, or other teachers' organization to be heard.

The New York City agreement provides a good example of a similar but less definitive attempt to protect the rights of non-recognized organizations. It does not create an obligation on the part of the board to solicit the views of minority organizations as part of collective negotiations, as is implied in the provision of Bulletin 85, but is limited to insuring the right of such organizations to present their views outside the bargaining context. Specifically, one clause in the agreement states:

> Nothing contained herein shall be construed to prevent any Board official from meeting with any employee organization representing classroom teachers for the purpose of hearing the views and proposals of its members, except that, as to matters presented by such organizations which are proper subjects of collective bargaining the Union shall be informed of the meeting and as to those matters, any changes or modifications shall be made only through negotiations with the Union.

In general these provisions, and particularly those which appear in conjunction with formal exclusive recognition, can be regarded as attempts to deal with an apparent conflict between recognition which establishes a privileged position for one teacher organization and the legal requirements under which a board of education operates.

By and large, these 419 recognition policies or agreements do not contain detailed definitions of the group of board employees which the recognized organization is entitled to represent. There are few attempts to specifically exclude a "management" group from the teaching staff such as may be made in the definition of bargaining units in the private sector. For example, a bargaining unit such as that defined in one of the recognitional statements cited above, i.e., the representative of all personnel employed, or to be employed, by the Board, would be unthinkable in the private sector. In theory at least, the superintendent, principals, supervisors, and even janitors are encompassed within the above bargaining unit. More realistically, it may be that the unit is limited to those employees of the board who are eligible to be members of the organization in question although this is by no means implied by the statement. The overwhelming majority of the 419 recognition policies contain similarly broad and undefined bargaining units.

The final matter in the content of "formal" recognition policies or agreements which deserves some attention is the basis for recognition, i.e., the standards or requirements which have been imposed as a precondition for recognition and the procedures which have been established for determining the status of teacher organizations in relation to these requirements. State law has not to date attempted to prescribe such standards and procedures in the area of public education in any significant number of jurisdictions. For the most part, each school board is free to establish its own requirements as preconditions for recognition just as the extension of formal recognition is a voluntary act for school boards in most states. Some 121 of the 419 recognition policies contained formal statements of such requirements and procedures; the remainder of the formal recognitions having been extended on the basis of some ad hoc decision by the board as to its requirements for recognition.

school management in their district, thereby producing an understatement in the data of the incidence of multiple structures.

The distribution of the 4,308 responses with respect to these general structural types is given in Table 3-1 and in Table 3-2 with respect to size of school district. It would appear that the adequacy of the four pre-established types increased somewhat with decreasing size of school district, since less than 2% of the districts in each of the smallest two size groups failed to report any structure despite the existence of an active teacher organization as opposed to an average of 5.6% for districts in the three largest groups. The reports of multiple-structures seem to be fairly evenly spread across the size groups although somewhat concentrated in the larger size groups, with an average of 21.1% in the four largest as opposed to 18.8% over-all.

Single-Structures

The distribution of the 3,161 districts who reported a single-structure is given in Table 3-3 by type of structure and by the status of organization in the district. Multiple organization seems to have produced both an increased incidence of interaction directly between the teacher organizations and the board of education (types 2 and 4) and an increase in the percent of formal relationships (types 3 and 4). In only 3 of the 153 cases in which a single structural form was reported for multiple organizations did this single-structure take the form of joint activity only. In all three of these cases, only two organizations were involved. In the remaining 150 cases, the organizations pursued independent courses of action using the same method of approach, although in a number of cases the respondents indicated that the organizations did act jointly as well as independently in their interaction with either the board or the administration.

This apparent absence of formal joint action is of particular interest in light of the fact that over 70% of all districts in which more than one organization was active in representing teachers and which reported a structure for interaction

TABLE 3-1

DISTRIBUTION OF RESPONSES: STRUCTURE OF INTERACTION

Total Responses	4308
No Organization	323
Total with Active Teacher Organization	3985
No Structure Indicated	75
	3910

	STRUCTURE		
	Single	Multiple	Total
Organization			
Single	3008	686	3694
Multiple	153	63	216
Total	3161	749	3910

TABLE 3-2

DISTRIBUTION OF RESPONSES ON STRUCTURE OF INTERACTION BY SIZE OF SCHOOL DISTRICT

SIZE	Total with Organization	Single Structure	Multiple Structure	No Structure
1	14	10(71.4)	1(7.1)	3(21.4)
2	46	32(69.6)	10(21.7)	4(8.7)
3	65	48(73.8)	17(26.2)	0
4	244	186(76.2)	50(20.5)	8(3.3)
5	553	429(77.6)	102(18.4)	22(4.0)
6	994	824(82.9)	154(15.5)	16(1.6)
7	2069	1632(78.9)	415(20.1)	22(1.1)
Total	3985	3161(79.3)	749(18.8)	75(1.9)

TABLE 3-3

DISTRIBUTION OF SINGLE STRUCTURES BY TYPE OF ORGANIZATION

	Structure				
	1	2	3	4	Total
Organization					
1. Single					
One organization only reported	738	480	1163	320	2701
--% of Total	27.3	17.8	43.1	11.8	
One organization only active--more than one reported	73	53	148	33	307
--% of Total	23.8	17.3	48.2	10.7	
Total	811	533	1311	353	3008
	25.0	17.7	45.1	11.7	
2. Multiple					
NEA-AFT-INDEP	1	5	2	3	11
NEA-AFT	6	32	68	24	130
NEA-INDEP	4	2	2	1	9
AFT-INDEP		1	1	1	3
Total	11	40	73	29	153
--%of Total	7.2	26.1	47.7	19.0	

indicated a single structure. If, as this percentage implies, a single-structure is the rule even in those districts with multiple organizations, the lack of cooperation between teacher organizations seems to imply competition at the local level which is motivated by more than national policy considerations.

If teacher organizations at the local level are competing for "credit" for membership, it may be worthwhile to digress and speculate on the outcome of this competition. Exclusive recognition is clearly one answer to, or outcome of, such competition. It may come about through total victory in the competition at the local level, through its espousal in the policy of the individual school board, or through the enactment of laws which sanction or require it. The alternatives to exclusive recognition are cooperation between the organizations in a joint approach to school management or continued competition.

Of these three, continued competition seems the least viable as it is uneconomic for both the organizations and the school system and runs counter to the basic organizational drive for survival and security. In at least two of the largest school districts in the sample, this kind of competition led the school board to welcome or to propose a change in the status quo. In both cases, the outcome was exclusive recognition. In one of these cases, the organizations rejected the board's proposal for a joint procedure in favor of exclusive recognition of a single organization. This case, considered in conjunction with the low incidence of formal joint activity in responding school districts, indicates that cooperation between organizations may also be unpopular and impractical given organizational imperatives. Both the AFT and the NEA now favor exclusive recognition as a matter of policy, and both are supporting legislation designed to grant the right of exclusive recognition to local teacher organizations in a number of states. Thus it appears that exclusive recognition is the most probable outcome of competition between teacher organizations at the local level.

Multiple-Structures

The incidence of the reported multiple-structures is presented in Table 3-4. Here the incidence is divided among four major categories. "Congruent," the first category,refers to the number of districts reporting that one or more organization(s) pursued both informal and formal relationships with the same party (a and b) or the same relationship with different parties (d and e). The second category lists the reported incidence of one or more organization(s) using different relationships for the different parties (a and b). Where there was more than one organization in the district, all used the same multiple relationship.

The third category reports the incidence of several organizations in the same district each using different multiple relationships. The fourth category, "Other," reports the incidence of districts reporting that three or even four of the predetermined structures in the questionnaire were being used by one or more organization(s).

The case of the single organization pursuing multiple approaches accounts for the largest number of the total 749 cases of multiple-structure (686 or 91.6%). Only 23 cases were reported in which different organizations pursued different approaches, and only 40 cases in which several organizations used the same multiple-structure jointly.

The "Other" category, however, accounts for 50.7% of the total number of cases of multiple-structure. Since the questionnaire was geared to isolate a single dominant structure among the four, the reports of three or even four structures existing in the district would seem to imply an absence of a formal relationship with any real order. This seems to be the case, since over one half of this group reported the use of all four of the predetermined structures. The fact that another 36% of the cases in this category form a pattern which includes all but the fourth predetermined type (bargaining directly with the board) supports the conclusion that there is a real lack of formal order in these relationships.

TABLE 3-4

DISTRIBUTION OF MULTIPLE STRUCTURES

Category	Single Org.	Multiple Org.	#	%
1. Congruent structures				
Informal and formal relationships with:				
a) superintendent	119	8		
b) board	13	4		
Superintendent and board dealt with:				
c) informally	60	3		
d) formally	41	3		
Total congruent structures	233	18	251	33.5%
2. Complementary structures				
a) Informal relations with superintendent and formal with board	12	0		
b) Informal relations with board and formal with superintendent	74	9		
Total complementary structures	86	9	95	12.7%
3. Different organizations using different structures		23	23	3.1%
4. Other	367	13	380	50.7%
TOTAL	686	63	749	100.0%

Management Representation

The over-all distribution of the structures indicated by respondents on the two basic dimensions of structure is given in Table 3-5. In total, it is clear that the superintendent holds the responsibility for the interaction between the teacher organization and school management in a far higher percentage of the responding districts than does the board of education. In almost 60% of the districts for which a structure was indicated in the response to the questionnaire, the relationship between the teacher organization and management is considered an administrative function, as opposed to a function of policy-setting management groups. In another 15% of all responding districts, the administration shares with the board of education the responsibility for the conduct of the interaction. Surprisingly enough, however, in light of experience and practice in private industry, in almost one-quarter of the responding districts the administration plays no significant role on the management side of the relationship.

Those relationships in which the superintendent or, more broadly speaking, the administration alone holds the responsibility for the interaction between school management and the teacher organization are more formal than are the relationships in which the board alone carries the responsibility. This undoubtedly reflects the public employment aspects of the relationship. In the absence of a formal relationship in which the superintendent stands as the representative of school management, the teacher organization enjoys the right of petition vis-a-vis the school board; it does not enjoy a comparable right or claim on the time of the superintendent. Furthermore, if the board has not delegated authority to the superintendent to act on requests made by teacher organizations, the board becomes the logical focus of the efforts of the teacher organization.

Despite the philosophical differences which separate the NEA and the AFT as to the nature of the superintendency in the teacher organization-school board relationship, there is no significant difference between affiliates of these two or-

TABLE 3-5

DISTRIBUTION OF STRUCTURE BY THE LOCATION OF THE RESPONSIBILITY FOR INTERACTION AND THE NATURE OF THE INTERACTION

		Informal		Mixed		Formal		Total	
		#	%	#	%	#	%	#	%
Supt.:	#	822	56.4	127	19.8	1384	76.5	2333	59.7
	%	35.2		5.4		59.3		100.0	
Mixed:	#	63	4.3	498	77.6	44	2.4	605	15.5
	%	10.4		82.3		7.3		100.0	
Board:	#	573	39.3	17	2.6	382	21.1	972	24.8
	%	59.0		1.7		39.3		100.0	
Total :	#	1458	100.0	642	100.0	1810	100.0	3910	100.0
	%	37.3		16.4		46.3		100.0	

ganizations in the structure of their relationships in local school districts when they are the only active organization. Among affiliated education associations, which are the sole active organization in the district, 62% deal with the superintendent as opposed to 68% of the comparably situated locals of the AFT. The comparable percentages for relationships in which the board is the agency with which they deal are 24% and 26% for education associations and union locals respectively. There is some indication, however, that in formal relationships, education affiliates deal more frequently with the superintendent as opposed to the board than do locals of the AFT where these organizations enjoy a local monopoly. One-third of all AFT locals who enjoy such a position and who operate under a formal relationship with school management deal with the board directly as opposed to 20% of education associations in the same position.

It also appears that in districts in which AFT locals and education associations use different approaches to management, there is some tendency for the union local to deal with the board and for the education association to deal with the superintendent. This was the case in 10 of the 19 districts in which this situation prevailed.

There is also evidence that the existence of more than one active organization in a local school district tends to encourage or produce a more active role for the board in the relationship. Less than 25% of the districts in which a single organization was active reported structures in which the board carried the responsibility for the interaction as opposed to over one-third of those districts in which more than one organization was reported as actively representing teachers. If mixed structures are included, the board of education enjoys partial or sole responsibility for the interaction in 39% of all districts in which only one organization is active as compared with 56% of all districts reporting multiple active organizations.

The size of the school district also appears to be related to whether the superintendent, the board, or both take on the responsibility for the relationship (see Table 3-6). If the four largest size groups are taken together, the superintendent is solely responsible for the interaction in 60.7% of the districts as opposed to 59.0% for the lowest two groups taken together. The comparable percentages for districts in which the board holds the sole responsibility are 21.2% and 25.9%. The relationship between size and location of responsibility is even clearer when only formal and mixed (congruent with respect to location) relationships are considered with the mixed-congruent relationships added to purely formal ones (Table 3-7).

Formal and Informal Relationships

Formal relationships, as measured by the four predetermined structural types in the questionnaire, were slightly more prevalent than informal relationships. Approximately 46% of the responding school districts which indicated a structure indicated one or more of the four predetermined types which fell into the formal category, while only about 37% of the responding districts chose one or more of the types which fall into the informal category (Table 3-5). Slightly over 16% of the respondents indicated multiple-structures which combined formal and informal types.

As was indicated above in the discussion of the relative role of the superintendent or, more broadly, the administration, in the interaction between the teacher organization and school management, there is a definite concentration of formal relationships in the hands of the administration as opposed to the board of education. Better than 75% of all the formal relationships reported were the responsibility of the superintendent, and in another 2.4% the responsibility for the interaction on the management side was shared by the administration and the board of education.

Some 16% of all relationships fell into the mixed category along this dimension. In accordance with the earlier discussion of these mixed structural combinations, it hardly seems appropriate to consider them formal despite the fact

TABLE 3-6

LOCATION OF RESPONSIBILITY FOR INTERACTION BY SIZE OF DISTRICT

	Supt.		Mixed		Board	
SIZE	#	%	#	%	#	%
1	6	54.5	1	9.1	4	36.4
2	26	61.9	6	14.3	10	23.8
3	41	63.1	13	20.0	11	16.9
4	142	60.2	44	18.6	50	21.2
5	334	62.9	84	15.8	113	21.3
6	585	59.8	126	12.9	267	27.3
7	1199	58.6	331	16.2	517	25.2

TABLE 3-7

LOCATION OF RESPONSIBILITY FORMAL AND MIXED RELATIONSHIPS BY SIZE OF DISTRICT

	Supt.		Board		Total
SIZE	#	%	#	%	
1	6	100.0	0	0.0	6
2	18	94.7	1	5.3	19
3	33	89.2	4	10.8	37
4	100	87.0	15	13.0	115
5	227	81.9	50	18.1	277
6	381	76.0	120	24.0	501
7	746	78.1	209	21.9	955

that they do include at least one structural component in this category. The number of structural types which are included in these mixed combinations (more than two) and their incidence (somewhat disproportionately concentrated in smaller districts and in geographic areas not considered hospitable to organized labor generally) tend to brand these combinations as informal rather than formal as defined through the questionnaire. This ambiguity requires that, unlike those combinations which represented a mixture in terms of location, these mixtures be excluded from explicit consideration.

In those districts in which a single teacher organization is active, affiliated education associations have achieved a higher percentage of formal relationships than locals of the AFT. Almost 47% of the structures reported in districts where an education association was the only active organization were one of the two predetermined formal structures as opposed to 40.3% for affiliates of the AFT. As was expected, a somewhat higher percentage of the formal relationships involving education associations, as opposed to affiliates of the AFT, involved dealing with the superintendent. No cases of mixed structure in the location dimension were found for formal relationships involving the union, while a small number (2.1%) of the formal relationships involving education associations did fall into this category.

The existence of multiple active organizations in an individual school district did not tend to produce formal relationships. The percentage of districts which reported more than one active teacher organization which also reported a formal structure was lower than the percentage of districts in which only one organization was active (41.3% as opposed to 46.5%), indicating a trend toward informal or mixed relationships in these situations.

One exception to this trend must be noted, however. Those systems in which only an affiliate of the AFT and an affiliated education association were active reported an exceptionally high percentage of formal relationships (53.7%). This percentage is higher than either organization attained in districts where its affiliates enjoyed a monopoly position. Apparently competition between these two organizations, unmitigated by the presence of a third, independent organization, does tend to produce a formalization of relationships.

The size of school district does not appear to be related to the incidence of formal relationships (Table 3-8). The percent of all relationships in the four largest size groups which fall into the formal category is 47.2%, while for the smallest two strata it is 45.4%, indicating only a small decrease in the incidence of formal relationships with decreasing size. Actually it is only in the smallest size category that this trend is clearly visible since the percentage of formal relations in the sixth strata is actually higher than the average for the first four. There is a similarly weak tendency for the incidence of informal relationships to increase with decreasing size from 33.6% for the four largest strata to 36.8% and 39.1% for the smallest two strata (weighted average of 38.3%).

Here it is important to point out the essentially deviant behavior of the systems in the second and third size strata. Whatever pattern may be discerned in relationships by size seems to be inapplicable in either of these two strata. The systems in the third size group were exceptionally low in "no organization" and high in multiple organization, low in exclusive recognition as a percent of responses, high on superintendent responsibility for the interaction, high in formal relationships, and high on structural responses. Systems in the second size group were high on single organization, low on organization by AFT affiliates, low on exclusive recognition, and low in formal relationships. It may well be that these two size groups represented different forms of half-way houses between the ultra-tense major urban systems and the less visible "small" systems, with those in the second strata being sheltered by favorable comparison to the largest systems and those in the third strata suffering from unfavorable comparison with smaller systems. Although the data is too vague and limited to permit serious testing of these hypotheses, it would appear that systems in the third size strata do represent systems under stress and may be the next arena for a flurry of organizational activity by teachers.

TABLE 3-8

DISTRIBUTION OF RELATIONSHIPS BY SIZE OF SCHOOL SYSTEM: FORMAL - INFORMAL

	Informal	Mixed	Formal
SIZE			
1 - #	4	1	6
%	36.4	9.1	54.5
2 - #	17	10	15
%	40.5	23.8	35.7
3 - #	17	15	33
%	26.2	23.1	50.8
4 - #	81	42	113
%	34.3	17.8	47.9
5 - #	179	83	269
%	33.7	15.6	50.6
6 - #	360	137	481
%	36.8	14.0	49.2
7 - #	800	354	893
%	39.1	17.3	43.6
Total - #	1458	642	1810
%	37.3	16.4	46.3

The final exogenous variable which deserves attention with respect to the formal-informal dimension of structure is geography. As is to be expected, there are significant inter-area differences with respect to the percent of reported structures which fall into the formal category (Table 3-9). Formal relationships accounted for a particularly high percentage of all reported structures in the Mid-Atlantic States, the East North Central States, and in the Pacific States, conforming to the general pattern observed with respect to exclusive recognition and formal recognition by virtue of a written document.

Informal relationships were particularly prevalent in the South. Mixed structural combinations were also disproportionately common in this area but particularly in the Deep South where they account for over 20% of all reported structures. If they are regarded as essentially informal despite their formal components, almost 80% of the relationships in the three relevant areas are informal. If this inclusion is not made, it is still true that almost 80% of the relationships are non-formal.

The three remaining areas, New England, the West North Central, and the Mountain States, represent something intermediate between high formal and high informal relationship areas. They are clearly closer to those areas in which there is a high (over 50%) incidence of formal relationships than to the areas in the South.

TABLE 3-9

DISTRIBUTION OF STRUCTURES BY GEOGRAPHIC AREA: INFORMAL - FORMAL

AREA		Informal	Mixed	Formal
New England	- #	110	37	141
	%	38.2	12.8	49.0
Mid.-Atl.	- #	234	132	466
	%	28.1	15.9	56.0
So. Atl.	- #	218	73	60
	%	62.1	20.8	17.1
E. So. Cent.	- #	140	53	31
	%	62.5	23.7	13.8
W. So. Cent.	- #	148	28	86
	%	56.5	10.7	32.8
E. No. Cent.	- #	298	156	486
	%	31.7	16.6	51.7
W. No. Cent.	- #	130	53	162
	%	37.7	15.3	47.0
Mountain	- #	74	31	102
	%	35.7	15.0	49.3
Pacific	- #	106	78	278
	%	22.9	16.9	60.2

IV. STRUCTURE--POLICY

Out of the total of 419 written documents which provided for the formal recognition of one or more teacher organizations as representative of all or some portion of the teaching staff, 289, or approximately 70%, also contained provisions regarding the structure of the interaction between the organization and management. Out of these 289, some 38 provided for what may be categorized as informal relationships, i.e., consultation or testimony. The remaining documents established more definite and formal structures.

These policies provide some basis for ex ante verification of the four pre-determined structural types and also permit some elaboration of these basic structures to reflect the details of practice which could not be anticipated or included in the questionnaire.

Informal Relationships

The sample of 38 written documents which establish basic structures in a local school district for an informal relationship between the teacher organization and school management can by no means be considered exhaustive. What is reflected in these documents may be policy in any number of school districts not included in this sample. Testimony is a legal right of sorts for any representative of teachers. Similarly, consultation between the superintendent and organizational representatives of teachers may be sanctioned by policy in systems for which no document was received, simply because the original request for documents did not imply a particular interest in this type of interaction.

In light of these possibilities, the content of the 38 policies which comprise the sample should be considered as, and will be treated as, illustrative rather than exhaustive. Even this approach may involve some tenuous assumptions since the policies establishing informal relationships are, for the most part, vague. In some cases, they are little more than statements of intent which can be only marginally defined as establishing a "structure" for interaction, as differentiated from merely establishing recognition.

Consultation

Consultation is defined in the questionnaire as follows:

> Individual teachers make their desires and opinions known through normal administrative channels. The teacher organization does not actively attempt to represent the teachers in the system on questions of salaries and/or working conditions. However, there may be occasional informal meetings between leaders of the organization and the superintendent for purposes of discussing matters of mutual interest.

Relationships of the kind implied by this definition could be detected in 21 of the 38 policies. Broadly speaking, these policies took one of four forms:

1) a commitment by the superintendent to work with an organization;
2) a commitment by the board to cooperation between the superintendent and the teacher organization;
3) the formal sanctioning of the right of a teacher organization to pursue issues through "normal administrative channels";
4) the establishment of an advisory committee which includes administration and representatives of the teacher organization.

For the first of these four categories, the following citations from documents are illustrative:

> The administration will regard this Association as a clearing house for teacher opinion on salaries...
>
> It is the superintendent's intention to work cooperatively with these groups on all matters which are called to his attention.

In seven districts, the board of education itself directed some form of interaction (short of formal negotiations) between a recognized teacher organization and the administration. Again, citations from these documents may best serve to indicate the exact nature of such commitments:

> The Board would encourage the administration to have meetings with all employee groups, to receive and consider their suggestions, and to interpret faithfully to all employees the policy of the Board of Education.

> The superintendent shall give due consideration to suggestions submitted by employees or groups designated to represent employees and shall inform the Board of all such suggestions when presenting reports of administrative action and in presenting reports for Board action.
>
> The superintendent shall consult with the appropriate representatives of the ____________ [organization] in developing recommendations for the Board.
>
> Each organization's official representative shall be entitled to attend and participate in meetings of the Superintendent's Staff Budget Committee, but shall not be members in the full sense.

Four of the policies sanctioned the right of the teacher organization to use normal administrative channels, including ultimate recourse to the board, to pursue matters of interest to it. Recourse to the board was not explicitly recognized or anticipated in the questionnaire description, which may account for the appearance of multiple structures linking consultation and testimony. In all of these cases, the established structure related to both individuals and organizations or groups of teachers and involved explicit reference to administrative levels below the superintendent. These policies resemble typical grievance procedures extended to include salaries and other matters of teacher welfare. None of these policies committed either the superintendent or the board to negotiate with organizational representatives of teachers. In one of the policies, such negotiation is specifically precluded at the board level by the statement: "After careful consideration of all proposals and presentations, the Board is legally charged with the responsibility of making final decisions."

The most prevalent type of policy establishing or implying a consultative relationship set up a joint advisory committee. Eleven such policies were received. In two of the eleven cases, one or more school board members were invited to membership in the committee, but in both cases the committee was composed predominantly of teachers and administrators, including principals. In some cases, non-school personnel were included on the committees. The nature of these committees can best be indicated by reference to their stated purposes which included, "to work toward the general improvement of the ________School System," "to meet with the chief school administrator to give their opinions and reactions to various policies and school practices," and "making recommendations dealing with personnel policies and procedures." The fact that the membership of such committees was either heavily weighted with administrators or weighted against the organizational representatives of teachers by the open election of the teacher members accounts, in large measure, for their classification as consultative or informal structures.

Testimony

The status and policy bases for informal relationships directly between a teacher organization and the school board (testimony) are more ambiguous than in the case of consultative relationships. In addition to those consultative relationships outlined above, which include the board as a final step or board members as part of a larger committee, the clearest written evidence of testimony relationships exists in the form of general commitments on the part of the board to listen to, or cooperate with, a teacher organization.

The nature of such general commitments to testimony can best be understood through the use of examples. The majority of the relevant examples are actually part of formal recognition statements. The following three citations from school board policies are typical:

> This recognition includes the willingness of the governing board to give due consideration to proposals and representations made on behalf of the [organization].
>
> It shall be the policy of the Board of Education to work with appointed representatives of ________________[organization].
>
> Serious consideration will be given any constructive and reasonable proposal or request made by this group.

In two cases, the documents did present more detailed statements on the relationship between the board and the organization which implied a testimony structure. One read in part:

> Personnel committees shall be organized to review policies regarding personnel.... The committees shall be advisory only and their deliberations shall not be binding on the Board.

The second stated in part:

> Free and open discussions with the Board of Education concerning all proposals will be held before the final proposal is presented to the board.... Action by the Board of Education on all proposals will be accompanied by a written explanation of this action.

In general, the absence of written policies embodying the testimony structure can be attributed to the existence of policy, written or unwritten, in most school districts comparable to the following statement found in one of the documents submitted:

> District employees or their representatives who wish to make an oral presentation at a meeting of the board of education will arrange with the superintendent or his designated representatives for a time allotment and inclusion of the subject on the regular agenda.

Formal Relationships

As is to be expected, documents setting forth an informal relationship were underrepresented in relation both to the total number of documents granting recognition (419) and to the total number of documents which provided some structure for interaction (289). Documents containing some sort of formal structure were overrepresented with respect to both groups of documents, again as is to be expected. In practice, 46.3% of reported structures were formal and 37.3% informal. The comparable percentages of the documents are 86.8% and 13.2%.

If the 251 policies containing formal structures are divided on the basis of the location of the responsibility for the interaction, only a fair fit is found with the comparable distribution of structures reported in practice. (Table 4-1).

TABLE 4-1

DISTRIBUTION OF FORMAL STRUCTURES BY LOCATION OF RESPONSIBILITY FOR INTERACTION

	Practice		Policy	
	#	%	#	%
Superintendent	1384	76.5	152	60.6
Mixed	44	2.4		
Board	382	21.1	99	39.4

Board structures are heavily overreported at the expense of superintendent negotiations. The percentage of policies in which the superintendent is responsible for the interaction (60.6) does correspond closely to the percentage of all structures reported in practice in which he holds the same responsibility (59.7) (see Table 3-5).

Almost three-quarters of these 251 policies came from six states: California, Connecticut, Illinois, Michigan, New Jersey, and Washington. The distribution of these policies by size of school system and geographic area is given in Table 4-2. As could be anticipated those areas in which these states are located account for disproportionately large percentages of all the 251 written policies. Written documents containing the structure of a formal relationship are somewhat more prevalent in the larger districts than in those districts in the smallest two strata of size.

If the California policies, which were written for the most part without reference to any specific organization, are excluded, only 5 of the remaining 176 policies are from districts in which a local of the AFT holds exclusive recognition. This reflects the lesser emphasis of the AFT generally on procedures as compared to the NEA and their greater concern for the inclusion of specific salary and working condition policies in a written "agreement."

TABLE 4-2

DISTRIBUTION OF POLICIES CONTAINING FORMAL STRUCTURES BY SIZE OF SYSTEM AND GEOGRAPHIC AREA

		SIZE							Total	
		1	2	3	4	5	6	7	#	%
AREA										
New England				1	4	2	10	11	28	11.2
Mid - Atlantic						9	11	19	39	15.5
So. Atlantic			3				1	2	6	2.4
E. So. Central					1				1	.4
W. So. Central									0	0.0
E. No. Central		1		2	10	12	18	20	63	25.1
W. No. Central			1			3	4	3	11	4.4
Mountain			2		1	2	4	3	12	4.8
Pacific		1		2	20	28	21	19	91	36.2
Total	#	2	6	5	36	56	69	77	251	100.0
	%	.8	2.4	2.0	14.3	22.3	27.5	30.7	100.0	
% of all Respondents in that stratum		14.3	12.8	7.2	14.0	9.5	6.6	3.4	5.8	

Superintendent Negotiations

Superintendent negotiations or a formal relationship in which the superintendent holds the responsibility for the interaction between teacher organization and school management were defined in the questionnaire in part as follows:

> Representatives of the teacher organization initially meet directly with the superintendent or his representative for the express purpose of developing mutually acceptable proposals on salaries and/or working conditions for submission to the board. . . When the superintendent and the teacher representatives fail to reach agreement on an issue the parties may have the right to appear and present their positions before the board;. . .

Out of the 152 policies which provided for this type of structure for the teacher organization-school management relationship an extremely high percentage came from California. Furthermore, a significantly high proportion of all the policies from California which contained a structure fell in this category. For this reason it would appear appropriate to label this category the California Model in order to identify this structure with the state education association which would appear to be its champion.

Within the group of policies constituting the California Model, it is possible to identify a number of sub-types of structure. All of these share the general characteristic that the superintendent bears the initial responsibility for negotiating with the teacher organization, but they differ in the exact nature and extent of this responsibility and in the extent to which the board of education plays an active role in negotiations. The basic differentiating factor among these sub-types is the relationship implied by them between the superintendent and the board in the matter of negotiating with the teacher organization.

The first such sub-type which appears in the California policies and elsewhere is a structure under which there is no explicit provision for any direct contact between the board and the teacher organization in the context of negotiations. Under such policies, negotiations are, at least by implication, an entirely administrative matter as they are in industry and the responsibility for their conduct is completely delegated to the superintendent.

Twenty-four policies, including thirteen from California and five from Ohio, established such total delegation. Thirteen of the 24 policies in this group made no reference to the process or procedure whereby the results of negotiations between the superintendent and the teacher organization reached the board, while eleven did formally acknowledge the duality of management and the ultimate authority of the board.

Among those policies which are silent on the superintendent-board relationship in negotiations, the following types of provision were most common:

> 1) The Superintendent is hereby designated as the official representative of the Board of Education to meet with employee organizations to discuss matters of employer-employee relations. All proposals and communications to the Board of Education concerning matters of employer-employee relations shall be submitted in writing to the Superintendent.
>
> 2) The Superintendent, as the Chief executive officer of the Board of Trustees, shall represent the Board of Trustees in all negotiations and matters of concern to employee organizations. All correspondence and inquiries from employee organizations to the Board of Trustees shall be directed to the Superintendent of schools.
>
> 3) All such negotiations shall be conducted by the Superintendent as an administrative function.

Among those policies in which the division of management and the separation of responsibility and final authority were acknowledged, the following are typical:

> 1) The superintendent is to keep the board advised as to all instances and circumstances in which he acts as the official representative of the board with employee organizations.
>
> 2) They shall work directly with the Assistant Superintendent and/or Superintendent in preparing recommendations to be submitted to the Board of Education.
>
> 3) Following negotiations of policy decisions necessitating Board action, the Superintendent shall present recommendations to the Board of Education for consideration.

4) When the Committee reaches an agreement with regard to any matter it shall frame its agreement in the form of a written recommendation to be submitted to the Board of Education and the [teacher organization] .

In and of themselves, these "acknowledgements" have little significance as a real modification of the "total delegation" structure. However, under all but the first such acknowledgement, if the board withdraws entirely from negotiation decisions on the management side until it is presented with the results of the superintendent's work, there is a major difference between these two sub-types. It is only when the board does take part in negotiation decisions on the management side that the superintendent can with any authority and confidence act as representative of the board. In the absence of such board of education participation, he can represent them only to the extent that he properly estimates their desires and reservations. In this case, negotiations become a two step process--superintendent/teacher organization, then superintendent/board--whereas under the "total delegation" concept the two processes go on simultaneously. In the one case, all of management has participated throughout negotiations, while in the other, the most important segment of management from the standpoint of authority does not participate but sits in silent judgment. This latter situation would appear to be untenable, for if the board refuses to accept the outcome of the superintendent's efforts, the teacher organization must ultimately be forced, if it is to survive as a bargaining institution, to deal directly with the board and to bypass the superintendent completely.

The remaining 128 of the 152 California Model or superintendent negotiation structures appearing in written policies involved some degree of participation by the board of education in direct contact with the representatives of the teachers. These policies can best be classified on the basis of the role played by the board in the relationship between the superintendent and the teacher organization, with specific reference to any impasse in this relationship.

The first such sub-type which can be identified is a structure in which the board plays essentially no role in the superintendent-teacher organization interaction just as in the sub-types outlined above, but in which it exercises a formal right of review over the results of this interaction. Perhaps the best label for such structures is negotiation-joint testimony. The two key elements in this type are: 1) there is no provision for the board to act in case of an impasse in the negotiations between the superintendent and the teacher organization, and 2) when an agreement is reached in the negotiations at this level, both the superintendent and the representatives of the teachers are called upon to present and support such agreement before the school board.

There were 46 written policies which established structures which conformed to these specifications. All but three were from school districts in California, and one of those three was from Idaho and was so similar in all respects to the California policies as to be considered nothing more than a transplant from California. With only minor deviations and limited exceptions, these policies carried provisions to the effect that:

> Following negotiations of policy decisions necessitating Board action, the superintendent shall present recommendations to the Board of Trustees for consideration, and shall call upon the official representatives in the employee organizations concerned to make a presentation or statement prior to Board action.

In the case of this structure, the internal division of management in the educational enterprise takes on a highly formal nature, with management petitioning management in the final stage. Clearly the alliance of the superintendent and teacher representatives is a strong one not to be easily set aside by the board. Nonetheless, it would seem that unless issues are handled completely on an individual basis at wide intervals, the refusal of the board to accept the joint recommendations would lead to an undermining of the superintendent's ability to negotiate on a meaningful basis and would favor negotiations directly between the teacher organization and the board. Good communication and understanding between the superintendent and the board would, however, almost totally eliminate any possibility of board rejection of the recommendations unless the superintendent had some reason not to avoid such a rejection, e.g., to convince the teacher representatives of the impossibility of their demands or to shift the onus for the refusal of one of their demands.

Under this structure, the alternatives faced by the teacher organization should the board fail to accept, in total, the joint recommendation are worth some further consideration. If the board states what it feels is acceptable, the teachers' organization may adopt this with the inevitable implication that the negotiations with the superintendent were meaningless. They may attempt to bargain with the board to get it to change its position, but such negotiations are not foreseen by the policy. Clearly there is little point in further negotiations with the superintendent unless he can somehow represent the board in the fullest sense, and the rejection implies he does or did not. The remaining alternative is, of course, strike or sanction action which exists under all structures.

The remaining policies with structures of the superintendent negotiation variety called for one form or another of sequential interaction, first with the superintendent and then with the board. Among such sequential negotiation structures, a further series of sub-types can be identified based, in the first instance, on the nature of the event which produces the shift in the locus of the interaction and, in the second instance, on the nature of the board's participation.

Of the remaining 82 agreements, 55 called for the board to enter negotiations in the event that some form of impasse occurred in the interaction between the superintendent and the teacher organization. Four of these documents included explicitly the possibility of the superintendent refusing to negotiate on an issue within the scope of the definition of impasse. The remainder were limited to a definition of impasse which involved failure to reach an agreement through negotiations between the superintendent and the teacher representatives.

These 55 policies can be divided into two groups based on the nature of the board's role or participation, i.e., whether they actually bargain with the teacher organization or simply receive statements or testimony from both parties and exercise a semi-judicial decision-making power. Twenty policies called for the board to act in a way which did not appear to represent negotiation directly with the teacher organization, while the remainder provided at least implicitly for such negotiation.

The negotiation-impasse-testimony structure took the following types of written form:

1) If an agreement cannot be reached between the superintendent and the committee on a specific issue, a hearing before the Board shall be arranged through the Superintendent's office.

2) If the superintendent and the duly authorized representatives fail to come to an understanding on issues to be presented to the Board, said committees shall have the right of appeal to the Board of Education.

3) In attempting to influence policies ____________ will use professional channels. This means first working through the superintendent with the understanding that a further appeal might be made to the School Board.

4) In the event consensus is not reached, reports may be presented to the School Board by all parties involved.

In one policy, the options of the board pursuant to such testimony were explicitly listed. They included: 1) "approves conclusions of superintendent in report of disagreement," 2) "approves conclusions of __________ Education Association in report of disagreement," or 3) "adopts another course of action."

The remaining 35 agreements in this category of structures in which the board enters the picture in case of an impasse involved the board in actual negotiations. The following types of provision characterize this group of policies:

1) Employee organizations may request a meeting with the Board of Education.

2) If the Professional Negotiations Committee and the Superintendent of Schools are not in agreement, the Chairman of the Professional Negotiations Committee may request that a negotiation meeting between the Board of Education and the Professional Negotiations Committee be arranged through the Superintendent of Schools. In this case, such a meeting shall be convened within a 30-day period.

3) If an appeal is made and if requested by the representatives of the teacher organization, the Board of Education shall meet together with the teacher organization representatives and the superintendent in executive session to negotiate.

4) When negotiations are conducted with the superintendent as the agent of the board, either group may terminate negotiations if they consider an impasse has been reached. In the event an impasse is reached in negotiations, the original proposals are to be negotiated with the board.

The nature of the board's participation in cases of impasse in the negotiations between the superintendent and the teacher organization can be expected to have an impact on the nature of those negotiations and on the frequency with which the board is called upon to assume an active role. When the board merely sits in silent judgment as it does under the negotiation-joint testimony structure, there are strong incentives for the teacher organization to reach an agreement with the superintendent. Under the negotiation-impasse-testimony structure, there is a comparable incentive to reach agreement and avoid impasse so long as the board appears inclined to accept the superintendent's proposals in cases where separate conflicting reports are filed, rather than "splitting the difference" or attempting to achieve some other type of compromise. The greater the board's commitment to bargain under what can be labelled the negotiation-impasse-negotiation structure, the greater would appear to be the incentive for the teacher organization to pursue all matters to the board, making the negotiations with the superintendent little more than a workshop in which the teacher organization could practice and establish its positions, if it is a truly militant organization.

The final category of structures within the general category of superintendent negotiations is that in which the relationship between the superintendent's and the board's respective roles in the interaction approach formal substitutability rather than supplementing each other. In this group are included those structures under which the superintendent works with the teacher organization in preliminary discussions prior to some form of negotiation or interaction between the organization and the board. This type of structure appears quite often in policies which limit the scope of formal interaction procedures to salary questions or at least emphasize these questions disproportionately. One such policy states:

> Salary proposals shall be ready for presentation to the School Board as early as possible. Preliminary sessions may be held with the Superintendent alone, but final sessions will be directly with the Metropolitan School Board, if requested by the teachers' committee.

A corollary type of policy-established structure calls for "The Board, the Board and superintendent, or designated representatives of the Board and/or administrative staff" to meet with the teacher organization representatives. While in practice the superintendent or his representatives do appear to hold responsibility for the interaction under such structures, there is some indication that such responsibility may extend only to preliminary explorations, with the real bargaining done by the board. In any case an option exists. A similar option exists in a number of policies from Massachusetts which state: "The local association normally will make its request directly to the superintendent or his representative."

Fortunately it is only the superintendent category which contains this complex set of identifiable sub-structures and sub-sub-structures. By way of summary in this area, Table 4-3 contains an outline of these various structures including the suggestive labels which have been attached to them. In general, these types are arranged to reflect successively higher degrees of board participation in the negotiations.

Board Negotiations

Board negotiations were described in the questionnaire in part in the following terms:

> Representatives of the teacher organization meet directly with the board of education from the outset of negotiations or with a committee which includes at least some board members and may or may not include the superintendent or his representative.

Within the scope of this definition were included two structures of negotiation which appeared quite distinctly in the policies received. In 49 districts, the policy of the board of education established a committee composed of board members, teacher representatives, and the superintendent. The remaining 52 policies which fell under the board-negotiation definition called for direct interaction between the board and the teacher organization without specific reference to the superintendent.

The all-inclusive committee concept can be distinguished from the various forms of superintendent negotiations, in which the board does play an active role, by the fact that the superintendent and the board are simultaneously involved in the negotiations. The policies which called for direct teacher organization-board interaction without reference to the superintendent represent, in a sense, the opposite of the total delegation model of superintendent negotiations. In this case, there is again no conscious or formal acknowledgement of a duality in management, but it is the board and not the superintendent which is the representative of management.

Forty-nine policies were received which embodied the committee structure. Although they came from a number of states, a particularly high percentage of them came from school districts in New Jersey, and a high percentage (16 out of 28) of all the policies from New Jersey which contained a structure fell into this category. In light of this, it seems appropriate to label the mixed structure found in these 49 policies as the New Jersey Model.

Under the New Jersey model, negotiations are conducted through a committee composed of the teacher representatives, the superintendent, and all or some fraction of the members of the board of education. Within this committee, each of the parties is given explicit individual recognition, and each has its own role prescriptions and functions. Consequently, an alternative label for this structure might be tripartite negotiations.

The essence of New Jersey policies is contained in the following citation from one of them:

Procedures and Regulations for Group Negotiations

1. A Board-Staff Professional Relations Committee composed of three members designated by the Education Association; three members of the Board of Education appointed by its President; and the Chief School Administrator, shall be created to:
   a) Assist in solving school district problems.
   b) Foster a spirit of professional growth.
   c) Conduct professional discussions in good faith on matters of salaries, personnel policies, working conditions, fringe benefits and other conditions of professional service...

4. If the Board-Staff Relations Committee is unable to reach a mutually satisfying solution to the problems being discussed, a meeting with the entire Board of Education in Executive Session may be requested.

This structure attempts to involve both segments of management in the negotiations simultaneously. The nature of the relationship between the superintendent and the board in negotiations under such a tripartite arrangement can best be understood through the wording of the documents themselves.

The standard definition of the superintendent's role in the joint committee in the New Jersey policies is as follows:

Duties of the Chief Administrative Officer:
   a) To convene meetings of the Board-Staff Professional Relations Committee at the request of:
      1) The Professional Staff representatives
      2) The Board's representatives
      3) The Chief Administrative Officer
   b) To act as chairman at all meetings of the Board-Staff Professional Relations Committee.

If these duties seem to imply an inactive or impartial non-bargaining role for the superintendent, this interpretation can only be confirmed by the fact that it is the duty of the board and staff representatives to"...discuss and attempt to arrive at a solution in keeping with the aims of the school district and in keeping with the philosophies of each organization." The fact that in most cases the policies state that the established procedures "do not preclude the Education Association from discussing and resolving problems through the Superintendent of Schools," would not seem to alter this interpretation significantly, particularly when at least one policy also states, "The establishment of such Committee is not deemed to elim-

TABLE 4-3

THE STRUCTURAL TYPES INCLUDED IN THE QUESTIONNAIRE CATEGORY "SUPERINTENDENT NEGOTIATIONS"

No. of Policies				The California Model
24				1. Superintendent holds the responsibility for negotiations as an administrative function.
	24			A. Total Delegation Structure
		13		1. No Acknowledgement of dual management
		11		2. Acknowledged duality of management
128				2. Dual responsibility for negotiations
	46			A. Negotiation-Joint Testimony
	82			B. Sequential Negotiation
		55		1. Impasse as the factor bringing the board into negotiations
			20	a. Negotiation-Impasse-Testimony
			35	b. Negotiation-Impasse-Negotiation
		27		2. Time as the factor determining the relative roles of the superintendent and board in negotiations
			9	a. Superintendent responsible for preliminary discussions
			18	b. Either superintendent or the board conducts the negotiations

inate the practice of joint meetings between the representing organizations and the Board of Education."

Additional evidence on the nature of the superintendent's role under such tripartite structures can be found in the policies formulating this structure from school districts outside New Jersey. Two Illinois policies contain the following statements regarding the superintendent's role and functions:

> The Superintendent of Schools represents the Board of Education while at the same time acts as a proper channel of communication from teacher to board of education...
>
> The administration shall furnish information requested by the committee, such as proposed budget, cost estimates, etc.

Policies from Indiana contained the following two types of statement of the role of the superintendent:

> The superintendent of schools, as the bridge between the teachers and the board of education, is aware of the problems and thinking of both counsels and advises each, and helps them achieve mutual understanding.
>
> ...the superintendent jointly responsible to both the teachers and the School Board to clarify issues and to stimulate all concerned in keeping the best interest of the total school program as the basis of the discussion.

Finally, four policies from the state of Washington call for the superintendent to "provide information to the Board and the Association and [to] stimulate both groups to negotiate in good faith on all matters of common concern," or to "stimulate both groups to put forth their best efforts."

Pure board-negotiations represent the final category of structures which appeared in the policies received. This type of structure appeared in school districts in a large number of states. There is, however, one state in which pure board-negotiations do appear to have become fairly prevalent as a matter of policy. In Connecticut this structure appeared in all 14 of the policies received from school districts in that state, largely as a result of the following provisions in Bulletin 85 of the Connecticut State Board of Education:

> The board of education as a whole or a committee to represent the board should work with teachers' representatives in the consideration of working relations.

This bulletin has formed the basis for local district policies as to teacher organization - school management relationships in the state and has simply been adopted, in total, by a number of districts in the state.

Among these 50 policies, 36 called for the entire board to meet with representatives of teachers. The following citations are representative of the policies in this group:

1) Salary negotiations shall be held between the Board of Education acting as a committee of the whole and the teachers' salary committee.
2) Negotiations will be conducted through meetings of School Board Members (at least 3 members being present at each meeting) and the appropriate [organization] committee.
3) The board of education will annually, prior to the final approval of appropriations, meet with the appropriate committee from the [organization].

Seven of the policies called for either the full board or a committee of members representing it to meet with representatives of the teachers. The remaining nine policies called explicitly for a committee of the board to conduct negotiations. In most cases, a committee of board members was to be appointed for the purpose of conducting negotiations, although in two cases a standing committee of the board was given this responsibility, and in one case the Secretary of the Board was called on to meet with the representatives of the teachers.

Teacher Representation

Boards of education have quite clearly exercised authority in establishing as matters of policy certain limitations on who can represent teachers in negotiations. Both the number of teacher representatives and their distribution within the staff have been made subjects of school board policies. This represents a clear departure from the situation in private industry where both labor and management are free to select their own representatives without interference from the other party.

The vehicle for such interference has been, in many cases, the use of the committee concept as the framework for negotiations. In those cases in which policies did not call explicitly for two parties to meet and negotiate but rather called for a joint committee of these two (or three) parties to meet and develop recommendations, restrictions on the number or nature of the teacher representatives were particularly prevalent. In total, 65 of the 251 policies containing formal interaction structures, or over 25%, contained some limitations on the composition or choice of the teacher representatives in the process. In general, these limitations fell into these categories: restrictions on the number of teacher representatives, requirements as to the distribution of such representatives within the staff, and stipulations as to the means by which these representatives should be chosen (see Table 4-4).

Fifty-four policies contained some form of limitation on the number of teacher representatives to be involved in the interaction or negotiating process. Of these 54, slightly over half involved the stipulation as to the number of teacher representatives to be included on a joint negotiation committee. Six more involved statements as to the number of representatives each organization was to have on a multiple-organization teacher representation committee. The remaining 20 cases involved limitations on the number of representatives to be included in a single organization's negotiating committee in its dealings with the superintendent or the board. These restrictions ranged from a minimum of three to a maximum of 27, not including those policies which tied the number of teacher representatives to the number of schools, the number of organization members, or the number of organizations. There was some tendency to favor smaller representative groups--three or five members--but a number of groups of difficult if not unworkable, in the context of bargaining, size did appear. At least one superintendent has already expressed his dissatisfaction with being forced to work with an eleven-man committee as called for under the policy in his district.

TABLE 4-4

TYPES AND COMBINATIONS OF
POLICY RESTRICTIONS ON
TEACHER REPRESENTATION

Type of Restriction	Total	Number	Distribution	Selection
Number	54	23	24	10
Distribution	35	24	11	3
Selection	10	10	3	0

The second set of requirements which appeared in these policies involved the composition of the teacher representative group. In districts in which multiple organizations were recognized, such requirements usually took the form of limitations on the number of representatives per organization--either a flat figure or one based on percent of teaching staff included in the membership of the organization. In other districts, these limitations took one of three forms. A few of the policies limited themselves to requiring that certain officers of the organization comprise or be among the teacher representatives in what may be presumed to be an attempt to encourage organizational responsibility in and for the negotiations. Others required that the teacher representative group be comprised of at least one teacher from each building in the system. Finally, some policies attempted to insure that all levels of the staff were represented on the negotiating committee. These requirements ranged from the general, e.g., "The committee from the certificated staff should be so structured as to properly represent the various levels of the certificated staff," which was prevalent in Ohio to very specific statements such as the following:

1) A negotiating committee... representing the a) elementary teaching level; b) the junior high teaching level; c) the high school teaching level; d) elementary and/or secondary principals, and a fifth party open to committee

heads of the association or appointed by the president of the association. . . .

2) The teachers' salary committee shall represent teachers, librarians, supervisors, and counselors.

3) The Negotiations Committee shall consist of the following members:

   a) One--Non-degree teacher
   b) One--Degree teacher
   c) One--Five-year training teacher
   d) One--Masters degree teacher
   e) One--Beginning teacher with one year experience
   f) One--Special Area teacher
   g) One--Teacher with 10 or more years experience
   h) One--from __________ Elementary
   i) One--from __________ Elementary
   j) One--from Junior High School, and
   k) One--from Senior High School areas
   l) One--Principal.

In this last instance, however, the policy called for a sub-committee of three chosen by the larger group to actually conduct negotiations.

A number of these policies contained the stipulation that the board or superintendent would deal with representatives appointed by the president of the teachers' association. This kind of stipulation cannot and was not considered a significant interference with the organization's ability to select its own representatives as it may see fit. There were, however, ten policies in which statements did appear as to the method by which the teacher organization representatives were to be chosen which could be considered significant constraints. Three examples should suffice to provide some understanding of the nature of these constraints:

1) The __________ Association Professional Rights and Responsibilities Committee shall appoint the negotiating team with each member of the team approved individually by the __________ Association Congress.

2) Elections of members to the Professional Negotiations Committee will coincide with the elections of the __________ Association officers.

3) The Executive Board of the Association shall be permitted to make a full slate of nominations. Other nominations will be accepted from the floor in an open meeting of the Association held for that purpose.

The final matter which deserves some consideration in the context of teacher representation in negotiations is provision for the use of consultants in negotiations. Forty-nine of the policies do make some specific reference to the appearance of outside persons or consultants (defined as "any person who can present needed information," in one of the policies) in negotiations. Two of these policies require mutual consent before a consultant is allowed to appear, while the remainder are more permissive. Twenty-one of the policies recognize that either party "may call upon competent professional and lay representatives to participate in the discussions and to make suggestions," while another nine recognize that the participants may call upon such individuals if it is "deemed advisable." Sixteen of the policies established the fact that either party has the right to use the services of consultants, and one policy goes so far as to recognize the right of the local education association "...to bring in a representative of the state or national education association to present data pertinent to the discussion."

These types of provision, limited as they are in number, are of interest at this point in time only as one looks forward to a more active role of NEA salary consultants in local negotiations. The exact nature of the future role of such consultants in the negotiating process at the local level is unclear. If they are at least technically welcome to participate at the request of the teacher organization they may become the bargaining experts within the organization. If this is the case, they may become an educational form of the union business agent in private industry. If they are not welcome at the local level or are welcome only on mutual consent to testify before the parties in the negotiations, the role of expert bargainer may not be open to them.

Summary

The structural aspects of school board policies on teacher organization-school management interaction are diverse and complex. This diversity and complexity would seem to be a reflection of the nature of management in public education. The division of lay control and professional administration in education has clearly made itself felt in the structure of negotiations. The multiplicity of structural types, particularly under the general category of superintendent negotiations, represent for the most part different attempts to somehow take account of, or compensate for, this duality in management. The fact that no clear role for the superintendent in negotiations has evolved at this point in time reflects uncertainty on the part of both teacher organizations and school boards as to where he stands or should stand in the employee-management relationship in public education. He has been made fully the agent or representative of the board, the "chief representative of the teaching staff," a third force in the employer-employee organization relationship and, in some cases, has been left out of the relationship. Of these four roles, only the first has any counterpart in private sector labor relations.

The fact that it is possible to discern a California Model, a New Jersey Model, and a Connecticut Model is good evidence of a lack of consensus within the National Education Association as to the proper role of the superintendent in professional negotiations. The diversity which exists within any of these states would seem to indicate both a lack of consensus within the state education association and differences in viewpoints between individual school boards as to the appropriate role for the superintendent. In this respect, those policies which explicitly recognize a dual role for the superintendent--as professional leader and chief administrative officer--and then establish for him the role of discussion leader or advisor in the relationship between the teacher organization and the board are perhaps the best representations of this basic uncertainty.

At the same time that boards of education, teacher organizations, and even superintendents are unsure of where the superintendent stands or what should be done with him, it appears clear, particularly in light of private sector experience, that the superintendent must achieve an active role in, and perhaps responsibility for, negotiations if he is to remain an effective administrator of the system.

A number of superintendents who currently enjoy such responsibility for negotiations are jealously guarding it lest they lose control of the system. At the same time, those who have lost such responsibility,as the locus of negotiations has shifted to the board,are uneasy and in some cases have lost a significant degree of control and influence, particularly where the scope of bargaining extends beyond salaries.

The second major factor which has influenced structure as embodied in formal policy is the status of the board of education as a public, quasi-legislative body. The frequency with which structures appear which call for the superintendent, the superintendent and the teacher organization, or the teacher organization alone to submit recommendations or to testify before the board are clear reflections of this status as well as of the duality of management. Bargaining seems to be fairly widely recognized as an administrative function, whereas the taking of testimony and the arbitration of disputes are legislative functions. Those districts in which the board participates directly in negotiations, and particularly where the entire board is involved in negotiations, represent a merger of administrative and legislative functions. The relative scarcity of such structures would seem to indicate fairly widespread consciousness on the part of boards of education of their status as a legislative body and an unwillingness to abandon the symbols of this status.

The statements in policies which regulate teacher representation in negotiations reflect little more than an exercise of legislative power and rights. In districts where teacher organizations have accumulated and demonstrated significant power, such as in New York City and Denver, or where state law exists which pre-empts this legislative right, as in California and Wisconsin, such restrictions on the right of a teacher organization to select its own representatives are rare in local school district policies. None of the 65 policies in this category came from California or Wisconsin; a significant number came from states like Ohio and Michigan where teacher organizations are active at the local level but where there is no explicit law regulating employee-employer relations in public education.

V. IMPASSES IN NEGOTIATIONS

Impasses in negotiations was the third aspect of teacher organization and school board relationship that the questionnaire probed. An impasse was defined as:

> Persistent disagreement which could not be resolved through the normal channels of negotiations.

Perhaps the "persistent disagreement" definition was too broad, because 10% of the sample which reported such disagreement indicated later that the case in point did not qualify as a true impasse.

The Incidence of Impasses

Out of a total of 4,308 responses, 141 or 3.3% reported that an impasse had occurred in the relationship. Impasses were concentrated in the larger school systems and where local activity of the teacher organization was generally highest (Table 5-1). Geographically, the high rate of impasses reported in New England reflects the high number of impasses in the Connecticut school districts (about 20% of all responding districts). The figure for the West North Central States reflects a particularly large number of impasses in the state of Minnesota. The figures for the Pacific states reveal an absence of impasses in the California districts despite the high level of organizational activity in that state.

Public policy accounts to a large extent for the incidence of impasses. The California laws since they do not envision full collective bargaining rights for the employer-employee groups they cover, contain no provisions for impasses. In Connecticut there was, at this time, no statute covering impasses, but Bulletin 85 of the state board of education did recommend procedures for parties at both local and state levels.

Similarly the state labor agency in Minnesota had been active in school district disputes under Minnesota law for a number of years before a court partially undermined its authority.

TABLE 5-1

DISTRIBUTION OF REPORTS OF IMPASSE BY SIZE OF SCHOOL DISTRICT AND GEOGRAPHIC AREA

	SIZE								As % of
AREA	1	2	3	4	5	6	7	Total	Responses
New England			2	3	6	3	13	27	8.7
Mid-Atlantic	1		1	1	7	7	18	35	3.9
So. Atlantic	1			1				2	.5
E. So. Central						2	1	3	1.1
W. So. Central								0	0.0
E. No. Central	1		2	8	7	5	15	38	3.5
W. No. Central		1		1	4	5	4	15	4.0
Mountain			1	1	5		1	8	3.6
Pacific			1	2	5		5	13	2.6
Total	3	1	7	17	34	22	57	141	3.3
As % of Responses	21.4	2.1	10.1	6.6	5.8	2.1	2.5	3.3	

Almost one third of all the impasses reported in the East North Central States were in Michigan districts where the state labor agency was empowered under law to enter disputes involving public employees. Only five of the impasses reported from this area came from Ohio where there was no policy and where public policy did not favor collective bargaining among public employees. In this region, Illinois supplied a number of impasses despite the absence of explicit public policy. Most of these, though, involved AFT locals and a significant number involved teacher strikes.

The level of the teacher organization and the state of public policy seems related to the incidence of impasse. Table 5-2 contains the classification of the six states cited above with respect to organization, public policy and reported impasse rates. States with public policies providing impasse resolution procedures experienced high relative rates of impasse. Two of the three states with no such policy had a low rate of reported impasses, and the third was the only one of the six in which AFT locals accounted for a significant percentage of the formal relationships.

Affiliated education associations were, of course, involved in the majority of the reported cases of impasse since they were the only organization reported as active in over 75% of all responding districts. However, though AFT locals represented less than 0.5% of all districts in the same, they accounted for nearly 10% (9.2%) of all reports of impasse; and districts in which both NEA and AFT affiliates were active, though representing only 7.5% of the sample, accounted for almost 20% of the impasses.

These percentages seem to imply that the AFT locals are more willing to pursue issues in negotiations to their limit which would confirm their superficial image of being the more "militant" of the two organizations. Also, AFT locals may pursue issues to the impasse stage because they will more readily resort to strike action, while the education associations have no such device readily available to them at the local level.

TABLE 5-2

LEVEL OF ORGANIZATION, IMPASSE RATE, RATE OF USE OF OUTSIDERS IN RELATION TO THE EXISTENCE OF FORMAL STATE IMPASSE RESOLUTION PROCEDURES IN SIX STATES

STATE	ORGANIZATION	Impasse Policy	Impasse Rate	Use of Outsiders
Calif.	HIGH-NEA	None	Low	55%
Ohio	HIGH-NEA	None	Low	50%
Illinois	HIGH-AFT	None	High	50%
Conn.	HIGH-NEA	Yes	High	67%
Mich.	HIGH-Mixed	Yes	High	69%
Minn.	LOW	Yes	High	90%

The competition between the NEA and the AFT on the local level accounts for the disproportionately large number of impasses which occurred in districts where both a local and an association were active. Political posturing by one or both of the organizations is natural in such a situation and increases the irrational component in the negotiations.

Of the 141 cases of impasse reported, 88 involved the use of outside parties. There was some tendency for outsiders to be involved more frequently in impasses in the larger school districts. Three-quarters of all the districts in the four largest strata reporting impasses indicated outsiders had been involved as opposed to 62% for the fifth strata and 51% for the smallest size group. There was no significant difference as to the use of outsiders on the basis of teacher organization involved.

Impasse Policies

Fifty-five school district policies were received which provided explicitly for procedures to be used in case of persistent disagreement or impasse in the bargaining relationship. Fifty-three of these represented Level III professional negotiations' agreements involving affiliated education associations. Only two of these policies were in districts in which an AFT local held formal recognition.

The majority of the policies were adopted in response to local or state developments, rather than the result of local experience. In the majority of cases, the procedures were initially recommended by the superintendent, the teacher organization, or the two jointly. Opposition to these procedures from the local boards was surprisingly small since such procedures tend to diminsh the boards' unilateral power to determine employment practices in the districts.

There were no elaborate formulas for the institution of the proceedings. Most of the policies simply state "the matter shall be referred," "a review committee shall be established," or "the parties may." Eighteen policies, though, stated either party had the right to declare an impasse and institute the procedures, while two policies required mutual consent, and only one left the power to declare an impasse and institute proceedings to the superintendent, and one to the board alone.

Only 12 of the 55 policies specified the parties should share equally the expenses involved in the use of the procedures. If the board alone is to pay there is no barrier to the teacher organization's frequent use of such procedures given their normal incentives to push issues to the limit. It should be noted that the costs of fact-finding under the Wisconsin Law granting collective bargaining rights to public employees were deliberately placed on the parties rather than borne by the state in order to discourage the indiscriminate use of these procedures.

The Procedures

The nature of the procedures contained in the agreements can be classified between single-step and multiple-step procedures:

1) Single Step Procedures
   a) use of a third party as a consultant or mediator with largely unspecified duties;
   b) use of a third party to make recommendations for the settlement of the dispute to the parties involved;
   c) use of a third party to make recommendations for the settlement of the dispute to the parties involved and to the general public.
2) Multiple Step Procedures
   a) use of a third party to make recommendations for the settlement of the dispute to the parties with such recommendations to be made public if they do not lead to settlement;
   b) use of a third party to make recommendations for the settlement of the dispute with referral of the dispute to the state superintendent if the dispute is not resolved by the recommendations.

Single-Step Procedures

Twenty-nine of the procedures fell into the single-step category. The most popular single-step procedure provided either for consultants or for mediation, but there was nothing compelling about the procedures and their use rested on the assumption that disagreement was the result of poor communication or a failure to perceive all the alternatives.

The remaining single-step procedures recommended a third party to settle the dispute. Eleven of these impasse resolution policies called for some agency which included outside persons to conduct a study and make recommendations. These recommendations were to serve as the basis for further discussion between the parties.

The six remaining single-step procedures all provided some political force behind the third-party decisions. Three referred the dispute to some higher political agency within the field of education, such as the state commissioner of education or the state board of education. It seems natural to assume that some political pressure and publicity accompanied the recommendations made by this kind of third party. The remaining three policies specifically called for a tri-partite advisory or mediation committee whose recommendations were to be made both to the parties and to the public. These policies recognize the need to use the power generated by either public or political involvement to force an accommodation.

Multiple-Step Procedures

Twenty-six impasse resolution procedures used at least two distinct steps in sequence. These imply a rather strong commitment to mutual agreement, despite the fact that legally the recommendations cannot be considered binding on either party--particularly the board.

Four of the 26 policies implemented a single impasse resolution agency, but the recommendations of the agency went through two steps:

> The advisory board. . . shall report facts and recommendations for settlement. The facts and recommendations shall be submitted in writing to both parties.
>
> If disagreement persists, the recommendations of the advisory board shall be made public in recognition of the fact that the public has the ultimate responsibility concerning its schools.

A second group of multiple-step procedures were those contained in Bulletin 85 of the Connecticut State Board of Education. Although these specific procedures are no longer current, they illustrate the still prevalent tendency among education associations, to try to settle disputes within the educational family.

The first step calls for a review by an outside person or agency to analyze the points at issue and to recommend a basis for settlement. Alternatives are suggested as to the third party:

> The outside person or agency might be a college or university faculty member who is an expert in this field, a retired superintendent of schools, a representative of a state education organization or any person with appropriate qualifications.

The second step refers the dispute to the secretary of the state board of education who may appoint a representative or a committee to meet with the parties as a mediator. When or if this fails, the secretary has the right to "take such other steps as are necessary to protect the educational interests of the state." The political pressure generated by this procedure is to insure the success of resolution.

In all of these impasse resolution procedures, the single most popular procedure was to create a review board composed of an equal number of representatives from the board and the teacher organization and an impartial third agency chosen by the representatives of the disputants and empowered to conduct an investigation and make recommendations to the parties for settlement. Almost without exception the impartial third party was either to be selected by the parties on an ad hoc basis for each case of impasse, or was determined to be an educator by local policy. The fact that professional educators chosen for the third party role may have different perceptions from those of lay boards has not deterred the boards from agreeing to their use. Nor have teacher organizations been reluctant to rely on state superintendents despite the potential bias such officials may have toward the administration.

A notable feature of the impasse procedures was the reluctance to disclose publicly the facts underlying the impasse. This may reflect the desire to keep impasse resolution in the educational family and the reluctance to acknowledge the existence of serious conflict in the educational enterprise.

VI. THE CONTENT OF TEACHER NEGOTIATION AGREEMENTS

There is no adequate definition of teacher negotiation "agreement." The characteristics which identify the union-management contract in private industry are largely lacking in the written documents classified by the major teacher organizations as "agreements." Few of these "agreements" are jointly signed: most take the form of motions made, passed, and recorded in the minutes of board of education meetings, letters, or certificates issued by the board, or statements of formal school district policy. Few contain any substantive content regarding specific conditions of employment.

The criterion used to identify negotiation "agreements" or, more accurately, documents relating to collective negotiations in education, was the existence, in one form or another, of a recognition clause of one or more organizations as representative of teachers on employment issues. A total of 419 documents received met this standard. Only 36 (or 8.5%) were jointly signed. The remainder were unilateral board policies. Only 17 contained detailed provisions regarding salaries, hours, or other conditions of employment.

Procedural Content

The NEA uses three categories to classify documents relating to collective negotiations. In this scheme, Level I agreements provide recognition, Level II agreements cover recognition and provide some formal procedure for negotiations, and Level III agreements provide for recognition, negotiation procedure, and impasse resolution. These categories are widely used and understood and will serve here to classify the documents received.

Documents received from AFT locals were heavily concentrated in the Level I category, though the majority of these besides dealing with recognition, also contain substantive coverage of terms and conditions of employment. Agreements submitted by affiliated education associations were largely concentrated in the Level II category and emphasized the procedural content indicated by that classification. The distribution of the written documents among the three categories is given in Table 6-1.

The distribution of the teacher negotiation agreements by type of agreement and by state is given in Table 6-2. Four exceptions to the overall pattern of distribution deserve note. The state of Illinois shows a disproportionately high percentage of Level I agreements as does Wisconsin. The Illinois situation reflects the high incidence of agreements involving AFT locals and the Wisconsin situation partly reflects a law which largely pre-empts the legislative policy making powers of the parties at the local level with regard to procedural aspects.

The states of Washington and Oregon provide the remaining two exceptions which produced a heavy concentration of agreements in the Level I category. Apparently, this is the result of conscious choice on the part of the education associations who can exercise their strength in the absence of restrictive public policy.

Other Procedural Content

In addition to the three procedural elements which provide the basis for classifying teacher negotiation agreements, a number of other procedural matters appear in these 419 policies, all of which have their analogy in private sector labor relations. Their inclusion can be viewed as a form of legislation comparable to the labor law which guides labor relations in the private sector. These issues are discussed in the order in which they relate to the negotiations process:

1) the provision of information to the teacher organization;
2) regulations concerning the right of the organization to use school facilities to make contact with members;
3) the nature of the negotiation process;
4) publicity during the course of negotiations;
5) time limits or closure in negotiations;
6) the commitment of the results of negotiations to writing and their approval by the parties;

TABLE 6-1

DISTRIBUTION OF WRITTEN POLICIES BY THEIR PROCEDURAL CONTENT

	Level I	Level II	Level III	Total
NEA	93	223	53	369
AFT	18	1	2	21
JOINT	19	10	0	29
TOTAL	130	234	55	419
PER CENT	31%	56%	13%	100%

TABLE 6-2

DISTRIBUTION OF AGREEMENTS BY STATE

Area	State	Level I	Level II	Level III	TOTAL			
					NEA	AFT	Joint	TOTAL
New Eng.		5	21	9	31	1	3	35
	Maine	1	2		3			3
	N. H.	0	1		1			1
	Mass.	1	10	1	10		2	12
	Conn.	2	8	8	17		1	18
	R. I.	1				1		1
Mid-Atl.		9	47	4	57	2	1	60
	N. Y.	1	13	2	14	1	1	16
	Penn.	2	4		5	1		6
	N. J.	6	30	2	38			38
E. No. Cent.		47	57	18	97	16	9	122
	Ohio	13	19	4	35		1	36
	Mich.	7	16	7	21	2	7	30
	Ind.	3	7	1	8	2	1	11
	Ill.	15	13	6	24	10		34
	Wisc.	9	2		9	2		11
W.No. Cent.		7	7	5	17	0	2	19
	Iowa	3	1		4			4
	Minn.	2	2		2		2	4
	Mo.	1	2	1	4			4
	Kans.	1	1	3	5			5
	N. Dak.	0		1	1			1
	S. Dak.	0	1		1			1
So. Atl.		0	4	3	7	0	0	7
	Fla.	0	2		2			2
	Md.	0	2		2			2
	Del.	0		3	3			3
E. So. Cent.		0	0	0	0	0	0	0

TABLE 6-2
(Continued)

Area	State	Level I	Level II	Level III	TOTAL			
					NEA	AFT	Joint	TOTAL
W. So. Cent.		2	2	1	5	0	0	5
	Okla.	2	1	1	4			4
	Ark.		1		1			1
Mountain		4	13	1	16	2	0	18
	Mont.	2			0	2		2
	Ida.	1	3	1	5			5
	Colo.	1	4	5				5
	Utah	0	2		2			2
	Ariz.	0	2		2			2
	N. M.	0	2		2			2
Pacific		56	83	14	139	0	14	153
	Calif.	21	79	4	91		13	104
	Ore.	11	1	1	13			13
	Wash.	24	3	8	34		1	35
	Alaska	0		1	1			1
TOTAL		130	234	55	369	21	29	419

7) the duration of the agreement;

8) the role of minority or non-recognized groups in the negotiation process.

Provision of Information

This type of requirement appears in 63 of the 419 policies. The overwhelming majority of these policies (54 out of 63) came from school districts in California and reflect the content of the 1961 law. Under Title I, Division 4, Chapter 10 of the Government Code of the State of California, public agencies are permitted to adopt as part of their employer-employee relations policies regulations which include provisions for "...furnishing non-confidential information pertaining to employment relationships to employee organizations..." among a number of such areas. The inclusion of provisions regarding "Information to be Provided Employee Organizations" in 54 local school district policies can be traced directly to the provisions of the law.

In general, the provisions of the California policies conform closely to the following statement taken from one of the 54:

> The Superintendent, or his designated representative, shall share any non-confidential information that may be helpful in connection with negotiations or the review of problems or policy changes under consideration. This would include the following:
>
> 1. Copies of the tentative budget for the ensuing year at the time that these are under consideration by the Board of Education.
> 2. A copy of each salary proposal, both certificated and classified employees, for the ensuing year, as soon as each copy is available for consideration by the Board.
> 3. Copies of amendments of, or additions to, administrative and/or Board policies affecting employer-employee relationships.
> 4. Any other non-confidential information pertaining to employment conditions or employer-employee relationships as requested by the president or the principal officer of the organization.

This California policy fairly well sums up the nature of the commitments to provide information and the nature of the information to be provided. Budget proposals and cost estimates were universally cited. In what was the broadest commitment to provide information, the board and the superintendent agreed to "... furnish to the members of the Professional Negotiation Committee all available information concerning the resources of the district...and such other information as will assist the staff helping to develop intelligent, accurate and constructive programs."

Contacts with the Staff

A total of 78 of the policies, the majority of which again came from California, made some provision for the teacher organization to distribute information and contact the staff. The fact that 69 of these 78 policies came from school districts in California can, as was the case with respect to the provision of information, be traced to one of the statements contained in the 1961 California Law. A second area in which the law specifically established the right of public agencies to adopt reasonable rules was with respect to "...use of official bulletin boards and other means of communication by employee organizations...." Again, the 69 local policies from California school districts were remarkably similar, and two of the local policies from outside California were almost identical to the California pattern. The California agreements and two others provided:

1) contacts with the staff during the normal work day;
2) the use of bulletin boards by recognized employee organizations;
3) the use of the direct mail system by recognized employee organization
4) the right of the organization(s) to make use of regular faculty meetings for announcements;
5) the use of school facilities by recognized employee organizations.

The remaining seven agreements touched on some or all of these same issues. Among these seven, six involved locals of the AFT which seem to be much more conscious of a need to establish some rights in this area, perhaps as a reflection of their lack of popularity with, or acceptability to, school administrations.

The Negotiation Process

Ninety-two of the 419 policies contained some statement defining the nature of the negotiation process. The best analogy to such definitions in the private sector would be definitions of the obligation to bargain in good faith. The most prevalent type among these statements (41 out of the 92) contained such prescriptions for negotiation as the following:

> Facts, opinions, proposals and counterproposals should be exchanged freely during the meetings in an effort to reach mutual understanding and agreement.

The next most prevalent type of statement regarding the negotiation or interaction process was limited to defining the tone of the interaction. Thirty-nine policies, including 32 from California, contained this type of statement:

> All negotiations and conferences shall be carried on in an atmosphere of mutual respect and courtesy....

The third and final process statement which appeared in a number of the policies again contained prescriptions for the participants along the following lines:

> Relevant data and supporting information, proposals and counterproposals will be presented in a free manner at the meeting or meetings (and between meetings, if advisable) in an effort to reach mutual understanding and agreement.

There appears to be a greater emphasis on free exchange and the use of facts in these definitions than might be the case in comparable definitions of collective bargaining. The concern with the tone of the interaction which appears in 39 of the policies is an element usually not considered in the definition of collective bargaining.

The differences implied by these statements between negotiations in school districts and collective bargaining in private industry are made explicit in four of the policies. One such policy from Wisconsin states:

> The terms "conference" and "negotiations" as presently interpreted in Municipal Employment Relations Act do not mean "collective bargaining."
>
> The term "conference" implies that the two parties must meet, while "negotiate" implies some type of exchange of information between parties in an effort to reach an agreement.

A second policy contains the following statement regarding negotiations:

> The parties mean by the word negotiate a sincere and honest effort to discuss their problems in order to reach a mutually fair agreement concerning them.

The use of the word "fair" implies something quite different from the nature of most collective bargaining settlements in private industry which represent accommodation based on relative power rather than any abstract concept of justice. This kind of rejection of power as a basis for, or factor in, accommodation appears explicitly in the following two statements taken from local policies:

> The Board and the Association should act with good motives and intent and should refrain honestly from taking advantage of another [sic] . Both should make an honest effort to ascertain the true facts and to reach a decision on the basis of such facts.
>
> It will not be a function of this committee to try to use its power to bargain or force its will upon the administration or school board. We, as teachers, fully recognize that final decisions of all school policies lay [sic] in the hands of school boards, superintendents, and principals.

Whether this faith in facts and communication is or will prove to be justified in the relationship between teacher organizations and school managements at the local level remains to be seen. Preliminary indications are that in a number of districts there is no real difference between negotiations and collective bargaining. Whether these districts represent exceptional cases or are an omen of things to come in public education is a question which cannot yet be answered. But, indications are that the omen hypothesis is the more realistic of the two.

Publicity during Negotiations

Twenty-five of the 419 policies contained some provision regarding publicity during the course of the negotiations. Eleven of these 25 came from school districts in Connecticut and reflect the adoption of the following state policy: "There should be agreement in policies regarding press relations and public information." In addition, it suggests that "all members of the board and all of the teachers should be kept informed of the progress of the discussions," and includes a statement about inviting observers and consultants into the negotiations. The majority of the remaining policies contained a stronger statement requiring mutual consent on public disclosure:

> While negotiations are in progress any releases prepared for news media will be approved by the designated representatives of the parties.

The majority of the policies containing provisions of this nature also carried provisions requiring that the board and the teaching staff be informed of the progress of negotiations.

Clearly, the provisions regarding public information on the course of negotiations in these 25 policies reflect a dual concern. First, that the constituents of the bargaining representatives on both sides be kept informed of the progress of bargaining without any necessary reliance on public news media. Second, there is the concern to avoid having the negotiations conducted through the press rather than between the immediately interested parties. This appeared in all 25 policies and most clearly here:

> It is the policy of the Board to refrain from releasing to the general public any information concerning any dispute or discussion between the faculty and the board until it is resolved.
>
> All meetings shall be conducted in private session. All proceedings or reports shall be treated as confidential. Reports, other than to the Board and/or the [teacher organization], shall be made public only after mutual consideration.

Both of these policies clearly reject negotiations in full view of the public, or "goldfish bowl bargaining" as such negotiations have been termed. It is generally felt by students of collective bargaining that negotiations cannot be fruitfully carried out in full view of the public given the incentive such exposure creates to political posturing as opposed to true give-and-take bargaining. In this respect it is significant that the two provisions cited above came from policies under which the board, which is the focus of demands or pressures for public disclosure, conducts the negotiations.

Closure

One of the more difficult issues in negotiations in public employment is the matter of closure in the absence of some formal procedure whereby one of the parties may declare an impasse and thereby institute a special set of procedures. In the absence of such an option for the declaration of impasse, negotiations could, theoretically, go on indefinitely without agreement, since there would be no such necessity to achieve accommodation as exists in industry where the employee organization has the right to strike. In the area of salaries, legal requirements for the adoption of a budget or the issuance of contracts may force closure as is foreseen in Bulletin 85 which states:

> In the event such agreement has not been reached, the board of education must, nevertheless, adopt a schedule in order to issue contracts in such terms as it believes necessary.

On other, non-fiscal, issues there may not exist such an artificial or external closure force, and a number of policies have attempted to provide such closure points internally. One policy calls for the parties to adopt a mutually agreeable time schedule for negotiations prior to actually undertaking them. Two others establish definite periods of time in which an issue must be resolved or the board exercises the right to take unilateral action. In one case, this period is 5 days and in another 14 days. Seven other policies establish fixed calendar dates at which point the issue must be resolved either by mutual agreement or by unilateral board action. In most cases, such time limitations apply with particular force to the development and adoption of salary schedules.

Written Documents

The commitment of the results of negotiations to writing and the signing of the resulting document by representatives of both parties is a basic element in collective bargaining in private industry. Sixty-three of the 419 policies (15%) contained provisions calling for the commitment of the results of negotiations to writing for presentation to the board and, in some cases, to the teacher organization. Only 12 of these 63 policies called for the signing of the resulting written document.

The most prevalent form for such provisions was as follows:

> When the participants reach agreement, it will be reduced to writing and become a part of the official minutes of the Board. When necessary, provisions in the agreement shall be reflected in the individual teachers' contracts. The agreement shall not discriminate against any member of the teaching staff regardless of membership or non-membership in any teacher organization.

The next most common form for such provisions involved submission and, by implication, ratification, by both the board and the teaching staff. The general form of these provisions was as follows:

> When the participants reach a consensus a joint report shall be prepared and signed by both parties and the provisions of this report shall then be considered by the board and the members of the association.

The last set of provisions which deserves attention appeared in the agreements from the state of Massachusetts. These incorporated any written documents into the basic procedural agreement through the following statement:

> In the event that the ____________ Association shall make proposals relative to salaries, sick leave, sabbatical leave policy, grievance procedure, payroll deduction of dues, etc., and that such proposals (as presented, or as modified) are accepted by the school committee, they shall become a part of the written policies and shall be attached and become part of this agreement.

Duration and Revision

As could be expected from the fact that most teacher negotiation agreements took the form of policies of the board of education and were limited to procedural matters, only a small number of them (42) contained provisions regarding the duration and revision of the agreement. Still fewer of the agreements followed the pattern which prevails in union-management contracts in private industry, i.e., the contract expires at a specific point in time with a concomitant requirement that it be renegotiated in its entirety. In place of "expiration" and "renegotiation," teacher negotiation agreements substituted "renewal" and "amendment," as is indicated by the following prevalent provision in the 42 teacher negotiation agreements which contained provisions regarding duration:

> This contract shall remain in force until [date] . It may be amended by the agreement of the same parties who entered into it originally. It will be renewed automatically for a period of one year from the expiration date each year unless one of the parties shall have notified the other at least sixty days before the expiration date that it will not accept renewal.

Out of the 42 agreements in this category, 25 established a fixed date for the initial expiration of the agreement, and 21 of these provided for year-to-year renewal unless one or both parties refused to accept such renewal. Ten of the remaining 17 agreements provided simply for year-to-year renewal until or unless some change was requested by one or both of the parties. The other seven agreements provided for an indefinite life for the agreement or policy by providing that it should be in effect until it was mutually agreed to change the content or to eliminate the agreement.

With the exception of a few teacher negotiation agreements which contain provisions regarding salaries and other conditions of employment such as the New York City agreement, it is clear that a contract system such as exists in private sector labor relations has not emerged in public education. Even in a number of those situations in which agreements include substantive provisions regarding the conditions of employment, no provision has been made for expiration of the agreement. Change, under most of the agreements, is to be made as the need or desire for it arises rather than being undertaken on a wholesale basis at regular intervals. What is more significant, however, is that the absence of a contract system may imply negotiation on an issue-by-issue basis as the issues arise, which in turn implies that negotiations in school districts may be quite a different phenomenon than collective bargaining in private industry.

Issue-by-issue bargaining implies a more factual approach to issues and less reliance on power in the negotiation process. This is clearly quite consistent with the apparently self-imposed concept of negotiations which appears in the definitions of the negotiation process in these same agreements. It may also be that this type of bargaining accurately reflects the distribution of power in the teacher organization-school management relationship and by so doing reinforces this distribution by creating further barriers to the effective exercise of power by the teacher organization. It is hard to keep the community continually aroused about "educational problems," thereby generating support for the demands of the teacher organization. More direct means of exercising power on the part of teacher organizations would also lose some of their impact or effectiveness with repeated use.

The Scope of Bargaining

Relatively few teacher negotiation agreements contain provisions regarding specific items of the conditions of employment. Those agreements which do contain such provisions are heavily concentrated in relationships involving locals of the AFT. Almost 75% of the procedural agreements do, however, contain some statement or provision regarding the scope of negotiations with respect to issues under the procedures formally established by the policy or agreement. In the absence of any large number of teacher negotiation agreements which include substantive provisions, these statements provide the broadest and perhaps best source of insight on the scope of negotiations in teacher organization-school management relationships.

The definitions of the scope of negotiations found in these agreements can be viewed as bi-lateral local legislation on the rights of the teacher organization. So viewed they are, in general, far more comprehensive than comparable definitions of the subject matter for bargaining under the wording of the National Labor Relations Act or under labor management contracts which attempt to define bargainable subjects. They may well be even broader than the definitions of bargainable subjects which have come to exist under the administration of the National Labor Relations Act through case-by-case development of the law.

These provisions regarding the scope of bargaining cover a considerable range from the very general (all matters of concern to the employee organization) to the traditional (salaries, hours, and conditions of employment) to the very limited (salaries only). For the most part, however, they are of the more general variety which imply little or no restriction on the range of issues which may be dealt with through negotiations. Outside of legal limitations, only three of the definitions in this sample of 305 contained any direct implication of limits to the scope of bargaining. One of these restricted bargaining to those "problems of common concern considered by the Board as negotiable;" a second specifically excluded, "any matters involving solely a decision of professional staff competency;" the third contained a substantial list of issues which were declared to be non-negotiable on the basis of coverage by state statute, Board policy, and administrative procedure. In this list were included:

1) tenure;
2) retirement program;
3) cause for dismissal of a tenure teacher;
4) necessity for each teacher to have a contract;
5) staffing procedures;
6) length of school year;
7) dismissal of a teacher during three-year probationary period;
8) purchasing;

9) budget procedure.

All but 51 of the remaining 302 policies or agreements established a scope for bargaining which appeared to be broader than the traditional wages, hours, and conditions of employment definition used in private industry. Among these 302 definitions, it is possible to identify a series of categories ranging from the exceptionally broad to the very limited. These categories are as follows:

1) matters of concern or any proposals of the teacher organization;
2) matters which affect the collective interests of the staff;
3) matters of mutual or common concern;
4) wages, hours, and conditions of employment but not limited to those areas only;
5) wages, hours, and conditions of employment;
6) salaries.

The first two categories represent the mirror image of the absence of any explicit restrictions on the scope of bargaining in the agreements since they represent situations in which the employee organization defines the scope of bargaining through its power of initiative on issues. The school management has in effect committed itself to negotiate on whatever issues the organization raises. The exact nature of this type of commitment can be seen from the following examples from the group of 45 agreements whose definition of the scope of bargaining fall into these categories:

1) matters of concern to employee organizations;
2) any or all matters which affect the collective interests of the certified staff;
3) matters of concern to teachers;
4) problems of professional concern;
5) all matters pertaining to the professional responsibilities of the staff;
6) matters concerning public education.

A total of 70 agreements defined the scope of representation for the recognized teacher organization in terms of matters of "mutual" or "common" concern. Whether this type of definition can be distinguished in practice from those definitions in the above two categories cannot be determined. There is, however, some philosophical justification for assuming that mutual concern may be somewhat more limited than unilateral teacher organization interest.

Forty-three of the agreements defined the scope of bargaining in terms of matters related to "working relations" (Connecticut) or "employee-employer relations" (California), or some comparable concept such as "matters related to the employment of teachers" or "personnel policies and procedures." Another 73 of the agreements established somewhat comparable definitions by describing the scope of negotiations in terms to the effect of "policies relating to employment conditions or employee-employer relations, including but not limited to, salaries, hours and other terms and conditions of employment," as was the wording of the largest number of the California policies (43). A number of the agreements containing such definitions included definite statements of some sort rather than the indefinite "but not limited to" clause which deserves some attention. Among these statements which served to extend the scope of bargaining beyond salaries, hours, and conditions of employment were the following:

1) educational concerns;
2) operation of the schools and the development of the instructional program;
3) the instructional program and other phases of administration;
4) matters affecting general morale and professional relations and growth;
5) other matters conducive to quality education;
6) plans for the teaching staff;
7) other appropriate matters.

A total of 44 of the agreements contained a definition of the scope of teacher organization which approximated the traditional wages, hours, and conditions of employment definition. Twenty-four used this phraseology or something very close to it; the other 20 contained some specific listing of issues as a supplement to the basic statement. Among these issues listed were the following, which can be said to comprise a composite definition of wages, hours, and conditions of employment in the educational context:

1) base salary;
2) insurance programs;
3) index or merit salary program;
4) after school assignments;
5) college credits for differentials;
6) credit for in-service programs;
7) assistance in structuring in-service programs;
8) sabbatical leaves of absence;
9) leaves without pay;
10) cumulative absence reserves and sick leave;
11) grievance procedure;
12) school calendar;
13) dismissals;
14) instruction and curriculum;
15) organization of the schools and classes;
16) staff structure and utilization;
17) services and facilities;
18) orientation of new teachers;
19) health and safety of children;
20) student teaching program;
21) transfer and assignment;
22) evaluation;
23) length of school day.

Finally, 27 of the agreements provided for staff representation through the recognized teacher organizations only on questions related to salary schedules.

It is clear from these definitions that teacher negotiation agreements hav not adopted the private sector definition of the scope of bargaining but have tried consciously to establish an all-encompassing area for joint consideration. Affiliates of the NEA have been particularly active in this respect, while those agreements involving locals of the AFT have more commonly incorporated the traditional definition of the subjects for collective bargaining. This difference between the two organizations is a superficial one if any credence can be given to the statements of representatives of the two organizations as to the scope of bargaining. A leader of the AFT has stated that "anything which affects the working life of the teacher" is a proper subject for bargaining, while a spokesman for the NEA defined such proper subjects for bargaining as "anything which affects the quality of education."

The different definitions of the scope of bargaining which appear in their contracts do, however, reflect something of a tactical difference between the two. AFT locals have adopted the tactics of the larger labor movement: they accept the traditional definition but seek through practice to extend its boundaries to incorporate whatever issues are deemed to be important as they arise. The NEA however, appears to prefer to establish the right to negotiate over the broadest area from the outset rather than attempt to expand a limited definition on an *ad ho* basis over time. However, as the analysis of the substantive content of teacher negotiation agreements which follows will indicate, there is little difference in the ultimate results at the local level in these two different approaches.

Substantive Provisions of Teacher Negotiation Agreements

Only 17 of the 419 teacher negotiation agreements contained substantive provisions regarding salaries, hours, and conditions of employment. Thirteen involved locals of the AFT, three involved affiliated education associations, and one was a joint agreement. The content of these 17 agreements can perhaps be best presented in terms of the composite definition of the scope of wages, hours, and conditions of employment developed out of the agreements themselves. This has been done in Table 6-3, with the exception of the joint agreement which is confined to a salary schedule only.

As Table 6-3 indicates, base salaries, salary schedule steps, grievance procedures, and sick leave were the most widely dealt with subjects in the agreements. All of these would clearly fall into or under the traditional definition of the scope of negotiations. Many of the more unorthodox subjects such as the structure of in-service programs, instruction and curriculum, and the health and safety of children have not yet been dealt with in such a way as to result in specific written provisions in agreements. This is not to say they have not been discussed but that they have not been negotiated in a way which leads to mutual formulation of a binding bi-lateral policy.

The sample of agreements with substantive content is not large enough, particularly for NEA affiliates, to permit a thorough comparison of the interests and strategies of the two major organizations. It is, however, possible to undertake such a comparison between the two most complete contracts, one NEA and one AFT, on the assumption that these represent the goals of the two organizations given the pride of each organization in the agreement in question. This would certainly seem to be the case with respect to the New York City agreement and to the agreement between the New Rochelle Board of Education and the New Rochelle Teachers Association which represents the first major "contract" involving an NEA affiliate.

There is a great deal of similarity between these two agreements which can be attributed either to a common set of concerns within the two teaching staffs or to the pressures of competition and comparison between the two teacher organizations involved, given their geographic proximity. In addition to the appearance of salary schedules in both agreements, the following matters are also dealt with in both agreements:

TABLE 6-3

SUBSTANTIVE CONTENT OF TEACHER NEGOTIATION AGREEMENTS

	Organization		
	NEA	AFT	TOTAL
Total Agreements	3	13	16
SUBJECT			
1. base salary	3	12	15
2. insurance		3	3
3. index or merit salary program	3	11	14
4. after school assignments	1	7	8
5. college credits for differentials	2	8	10
6. credit for in-service programs	2	1	3
7. structure of in-service programs			
8. sabbatical leaves of absence	2	7	9
9. leaves without pay	2	6	8
10. cumulative absence-sick leave	2	9	11
11. grievance procedures	2	10	12
12. school calendar (school year)		5	5
13. dismissals		3	3
14. instruction and curriculum			
15. staff structure and utilization	1	2	3
16. organization of the schools and classes	1	2	3
17. services and facilities	1	2	3
18. orientation of new teachers			
19. health and safety of children			
20. student teaching program			
21. transfer and assignment	1	8	9
22. evaluation			
23. length of school day	1	2	3

1) class size maxima;
2) duty-free lunch period;
3) teaching loads and teaching programs;
4) teacher facilities;
5) teacher assignments;
6) transfer;
7) assistance in assault cases;
8) sick leave;
9) leaves without pay;
10) sabbatical leave;
11) grievance procedure, including arbitration by a mutually agreed upon third party as a final step.

With the exception of certain matters which appear to be local in nature and the greater detail of the New York City agreement which reflects its size, there is no major difference in the content of the agreements considered broadly. Those differences which do exist between the agreements cannot be considered as crucial in their own right. Whether or not they assume significant proportions through contract administration and the operation of the grievance procedures is a question which is beyond the scope of this study.

Perhaps of equal importance to the similarities in substantive content or scope between the two agreements are the similarities in the institutional content--the protection of the rights of the majority recognized organization--of the two agreements. Above and beyond holding exclusive recognition for a clearly defined group of school employees, both the New Rochelle Teachers Association and the United Federation of Teachers enjoy protection against other organizations within the grievance procedure through provision that, in the words of the New Rochelle agreement:

> The party in interest may in no event be represented by an officer, agent or other representative of any teacher organization other than the New Rochelle Teachers Association.

> Provided, further: where a teacher is not represented by the Association, the Association shall have the right to represent and to state its views at all stages of grievance processing, . . .

Thus, it would appear that to the extent that these two agreements can be considered as models for the two major organizations, there is little practical difference between the two with respect to the subject matter for negotiations. This is true despite any differences, real or implied, in the statements made by representatives of the organizations or incorporated into teacher negotiation agreements.

APPENDIX A(1)

THE UNIVERSITY OF CHICAGO
STUDY ON COLLECTIVE ACTION BY PUBLIC SCHOOL TEACHERS
1225 EAST SIXTIETH STREET
CHICAGO, ILLINOIS 60637

November, 1964

Dear Superintendent:

The University of Chicago is currently engaged in an extensive study of collective action among public school teachers. Our work is being financed by a research grant from the U.S. Office of Education. Two important phases of our effort are: (1) to determine, in a representative sample of school districts across the country, the frequency of different types of relationships between local teacher organizations and school boards or administrations; and, (2) to analyze the content of any and all written memoranda or documents which may be the result of such relationships.

Your aid is crucial to the success of our undertaking and we most earnestly solicit your cooperation. So that we may have your assistance without making any undue imposition on your time, we ask only that you do the following for us:

(1) Please complete the two-page questionnaire which appears on the inside of this folder and mail it to us.

(2) Kindly send to us a copy of any written memorandum or document resulting from the relationship, if any, between a teacher organization and the board or the administration in your district. (Such a document might be merely a statement of policy issued by the board or administration, or it may be an agreement signed by representatives of both the board and the teacher organization; it may simply recognize a teacher organization as spokesman for some or all of the teachers in the district, might outline the procedures for negotiation or the handling of grievances, or might be a statement or agreement on salaries and other working conditions negotiated between the teacher organization and the board or administration.)

We are most grateful for your help and you may be assured that in our report of the results of this survey, anonymity will be preserved with respect to the information and documents you submit.

Sincerely yours,
Wesley A. Wildman
Wesley A. Wildman
Director

UNITED STATES OFFICE OF EDUCATION COOPERATIVE RESEARCH PROJECT #2444

APPENDIX A (2)

THE UNIVERSITY OF CHICAGO
STUDY ON COLLECTIVE ACTION BY PUBLIC SCHOOL TEACHERS
1225 East Sixtieth Street
Chicago, Illinois 60637

Name & Address of School District________________________________

Name of Respondent____________________ Title____________________

1. Which of the following local teacher organizations exist among teachers in your school system? Check ALL that are appropriate.

   ☐ Affiliate of National (or State) Education Association (NEA)
   Name is______________________________

   ☐ Affiliate of American Federation of Teachers (AFT)
   Name is______________________________

   ☐ An independent local organization not affiliated with NEA or AFT
   Name is______________________________

   ☐ To the best of my knowledge, there is no local teacher organization in this school system.

2. Is one of the organizations listed above recognized as the exclusive representative of all teachers in any negotiating unit for the purpose of negotiation with the administration and/school board?

   ☐ Yes ☐ No

   If Yes, which organization is so recognized?

   ☐ NEA affiliate ☐ AFT affiliate ☐ Independent organization

3. Researchers have identified four basic types of relationships between teacher organizations and school boards; these are listed below. Would you please read the descriptions of the four types of relationships and indicate by a check for each relevant teacher organization the relationship which best describes the situation in your system. (If several teachers' organizations exist in your system and if they act jointly in formulating proposals and discussing them with the board or administration, please so indicate by checking appropriate boxes and writing "joint" in the margin next to them.,

   A. Individual teachers make their desires and opinions known through normal administrative channels. The teacher organization does not actively attempt to represent the teachers in the system on questions of salaries and/or working conditions. However, there may be occasional informal meetings between leaders of the organization and the superintendent for purposes of discussing matters of mutual interest.

      ☐ NEA affiliate ☐ AFT affiliate ☐ Independent

   B. The teacher organization actively undertakes to present teacher views on questions of salaries and/or working conditions through appearances at regular board meetings. Appearances before the board may be supplemented by occasional meetings between superintendent and the organization representatives but these meetings are not for the purpose of negotiating mutually acceptable recommendations to be taken before the board, but are generally only exploratory in nature.

☐ NEA affiliate ☐ AFT affiliate ☐ Independent

C. Representatives of the teacher organization initially meet directly with the superintendent or his representative for the express purpose of developing mutually acceptable proposals on salaries and/or working conditions for submission to the board. The board acts on such proposals, reserving the right to accept or reject. When the superintendent and the teacher representatives fail to reach agreement on an issue, the parties may have the right to appear and present their positions before the board; review or mediation may or may not be sought through involvement of persons or agencies outside the system.

☐ NEA affiliate ☐ AFT affiliate ☐ Independent

D. Representatives of the teacher organization meet directly with the board of education from the outset of negotiations or with a committee which includes at least some board members and may or may not include the superintendent or his representative. The purpose of the meetings is to develop mutually acceptable policies on salaries and/or working conditions. Provisions may or may not exist for mediation or review by persons outside the school system in the event the parties are unable to settle a dispute.

☐ NEA affiliate ☐ AFT affiliate ☐ Independent

4. Has persistent disagreement between the teacher group and the board or administration on any issue ever made it necessary to use an impasse resolution procedure different from the normal or routine negotiation process?

☐ Yes ☐ No

If Yes, did this procedure involve the participation of any persons not employed in the system or serving on the board?

☐ Yes ☐ No

Please return to:

THE UNIVERSITY OF CHICAGO

Study on Collective Action by Public School Teachers
1225 East Sixtieth Street
Chicago, Illinois 60637

PLEASE! Do not forget to include a copy of any relevant written memorandum or document as explained in our cover letter. Do not hesitate to use the back of this page for any additional written comments you feel might be helpful to us. Thank you for your cooperation.

APPENDIX B (1)

New England	01	Maine
0	02	Vermont
	03	N. H.
	04	Mass.
	05	Conn.
	06	R. I.
Middle Atlantic	11	N. Y.
1	12	Pa.
	13	N. J.
E. No. Central	21	Ohio
2	22	Mich.
	23	Ind.
	24	Ill.
	25	Wisc.
W. No. Central	31	Iowa
3	32	Minn.
	33	Mo.
	34	Kans.
	35	Nebr.
	36	S. Dak.
	37	N. Dak.
Mountain	41	Mont.
4	42	Idaho
	43	Wyo.
	44	Colo.
	45	Utah
	46	Nev.
	47	Ariz.
	48	N. Mex.
W. So. Central	51	Texas
5	52	Okla.
	53	Ark.
	54	La.
E. So. Central	61	Miss.
6	62	Ala.
	63	Tenn.
	64	Ky.
So. Atlantic	71	Fla.
7	72	Ga.
	73	S. C.
	74	N. C.
	75	Va.
	76	W. Va.
	77	Md.
	78	Del.
	79	D. C.
Pacific	81	Calif.
8	82	Ore.
	83	Wash.
	84	Hawaii
	85	Alaska